



US Army Corps  
of Engineers  
Savannah District

# Pope AFB North Carolina

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## **Solicitation Number**

**DACA21-03-R-0049**

**Repair Non-Compliant Airfield Lighting**

**FY-02, Line Item TMKH94-1007**

**July 2003**

**THIS SOLICITATION IS UNRESTRICTED PURSUANT TO THE  
"BUSINESS OPPORTUNITY DEVELOPMENT REFORM ACT OF 1988"  
(PUBLIC LAW 100-656)**

**U.S. ARMY ENGINEER DISTRICT, SAVANNAH  
CORPS OF ENGINEERS  
100 WEST OGLETHORPE AVENUE  
SAVANNAH, GEORGIA 31401-3640**

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<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO. DACA21-03-R-0049-0001	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 16-Jul-2003	PAGE OF PAGES 1 OF 161
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**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
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7. ISSUED BY A-E & CONSTRUCTION BRANCH 100 W. OGLETHORPE AVE SAVANNAH GA 31401-3640  TEL: (912) 652-5075      FAX: (912) 652-5828	CODE	DACA21	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE  <div style="text-align: center; font-weight: bold;">See Item 7</div> TEL:      FAX:
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9. FOR INFORMATION CALL:	A. NAME SANDRA B MEYERS	B. TELEPHONE NO. <i>(Include area code)</i> <b>(NO COLLECT CALLS)</b> 912/652-5324
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SOLICITATION

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

LOW PRICE TECHNICALLY ACCEPTABLE (LPTA)

REPAIR NON-COMPLIANT AIRFIELD LIGHTING  
POPE AIR FORCE BASE, NORTH CAROLINA

Contracting Officer: Kathleen Achord  
Phone no. (912) 652-5169  
email: kathleen.a.achord@sas02.usace.army.mil

Contract Specialist: Sandy Meyers  
Phone no. (912) 652-5324  
email: sandra.b.meyers@sas02.usace.army.mil

11. The Contractor shall begin performance within <u>5</u> calendar days and complete it within <u>260</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See 52.211-10)</i>	
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12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i>  <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS  5
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 5 copies to perform the work required are due at the place specified in Item 8 by 02:00 PM (hour) local time 19 Aug 2003 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

<b>SOLICITATION, OFFER, AND AWARD (Continued)</b> <i>(Construction, Alteration, or Repair)</i>										
<b>OFFER (Must be fully completed by offeror)</b>										
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i>					15. TELEPHONE NO. <i>(Include area code)</i>					
					16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i>					
					<b>See Item 14</b>					
CODE		FACILITY CODE			17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i>					
AMOUNTS		SEE SCHEDULE OF PRICES								
18. The offeror agrees to furnish any required performance and payment bonds.										
<b>19. ACKNOWLEDGMENT OF AMENDMENTS</b> <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>										
AMENDMENT NO.										
DATE										
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE				20C. OFFER DATE	
<b>AWARD (To be completed by Government)</b>										
21. ITEMS ACCEPTED:										
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA								
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)				
26. ADMINISTERED BY			CODE			27. PAYMENT WILL BE MADE BY:      CODE				
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE</b>										
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.						<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.				
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>						31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>				
30B. SIGNATURE			30C. DATE			TEL:      EMAIL:				
						31B. UNITED STATES OF AMERICA BY			31C. AWARD DATE	

Section 00010 - Solicitation Contract Form

## NOTICE TO OFFERORS

### 1. HAND-CARRIED OR MAILED PROPOSALS:

All proposals must be clearly identified with the contractor's name and address. To ensure timely and proper handling, the lower left corner of the outermost wrapper must indicate the Request for Proposal No., Due Date of Proposal, Time by which Proposals are Due, and Title of Project.

The Government will not be responsible for proposals delivered to any location or to anyone other than those designated to receive proposals on its behalf as indicated below.

Proposals delivered by commercial carrier and those sent by U.S. Mail, including U.S. Express Mail, must be addressed as indicated below. Proposals shall not be addressed to any specific person.

U.S. Army Engineer District, Savannah District  
ATTN: CESAS-CT-C  
100 West Oglethorpe Avenue  
Savannah, Georgia 31401-3640

Mailroom personnel on the first floor of 100 West Oglethorpe Avenue must receive proposals sent by U.S. Mail or delivered by commercial carrier by the time specified in Block 13 of SF 1442 for receipt of proposals.

Hand-carried proposals must also be delivered to mailroom personnel on the first floor of 100 West Oglethorpe Avenue by the time specified in Block 13 of SF 1442 for receipt of proposals. Due to the increased security requirements it is suggested that hand carried proposals be delivered 30 minutes prior to the specified time of receipt.

Offerors are cautioned that there is no parking in or around the building, and visitors must pass through security and sign in prior to being allowed access to the mailroom. Sufficient time must be therefore be allowed when hand carrying proposals.

### 2. FACSIMILE MODIFICATION OF PROPOSALS ARE NOT AUTHORIZED.

### 3. QUALITY CONTROL SYSTEM (QCS)

Any contract award resulting from this solicitation will require the mandatory use of the automated Quality Control System. Please see section 01312A for additional information.

### 4. SECURITY REQUIREMENTS:

All commercial vehicles larger than a pickup to include panel vans with no side or rear windows are to enter Pope AFB, NC, through one of two locations (Knox Street or Longstreet Road) on Fort Bragg, North Carolina, where the vehicles will be "scanned". Entry gates on Pope AFB will be Armistead and Reilly Road.

SUPPLIES OR SERVICES AND PRICES/COSTS

SCHEDULE

REPAIR NON-COMPLIANT AIRFIELD LIGHTING  
POPE AIR FORCE BASE, NORTH CAROLINA

TOTAL BASE BID PLUS OPTION NOS. 1 AND 2  
(ITEMS 0001 THROUGH 0003-----\$\_\_\_\_\_

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum	\$_____	\$_____
	BASE BID				
	Repair Non-Compliant Airfield Lighting Systems, Complete				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lump Sum	\$_____	\$_____
	OPTION NO. 1				
	Replace GREEN Ramp Light Poles and Fixtures, Complete				

Section 00100 - Bidding Schedule/Instructions to Bidders

**INSTRUCTIONS, CONDITIONS, AND NOTICE TO OFFERORS**

**1. PROPOSAL OVERVIEW**

**1.1 General.** Since the proposal will describe the capability of the offeror to perform any resulting contract, it should be specific and complete in every detail. The proposal should be prepared simply and economically, providing a straightforward, concise delineation of capabilities to satisfactorily perform the contract. The proposal should be practical, legible, clear, and coherent.

**1.2 Proposal Submissions and the Lowest Price Technically Acceptable Process.** This process requires offerors to submit their performance and capability information for review and consideration by the Government. Following the review, evaluation, and rating of these proposals, the Government will evaluate price proposals for offerors that have acceptable technical proposals. The technical information contained in the proposal will be reviewed and evaluated by the Government in accordance with the evaluation criteria set out in this section. Price information will not be rated but will be evaluated in accordance with FAR Part 15.

**2. PROPOSAL SUBMISSION INSTRUCTIONS**

**2.1 Who May Submit.** Any legally organized Offeror may submit a proposal.

**2.2 Where to Submit.** Submit proposal packages to the Savannah District at the address shown in Block 7 of Standard Form 1442.

**2.3 Submission Deadline.** Proposals must be received by the Savannah District no later than the time and date specified in Block 13 of Standard Form 1442.

**2.4 General Requirements.**

**2.4.1** In order to effectively and equitably evaluate all proposals, the Contracting Officer must receive sufficiently detailed information to allow review and evaluation by the Government.

**2.4.2 Tabs.** Organized and tab the proposal as shown.

**2.4.3 Size of Printed Matter Submissions.**

2.4.3.1 Written materials will be on 8-1/2" x 11" paper.

2.4.3.2 Include a detailed table of contents. If more than one binder is used, include the complete table of contents in each. Place any materials submitted but not required by this solicitation, such as company brochures or other information, in appendices following the tabbed sections.

**2.4.4 Number of Copies.** Submit original and five (5) hard copies of the proposal.

**2.4.5 Electronic Copy of Submissions.** In addition to the hard copies of the proposal, submit the Proposal on a CD ROM disk. The proposal should be in MS Word, Adobe Acrobat PDF file, or WordPerfect format. The electronic version should either be a single file tabbed in the same order as the hard copy or multiple files hyperlinked to a single table of contents.

**2.5 Submission Format**

**2.5.1 Price Proposal.** Complete all portions of the Price Proposal Schedule from Section 00010 and furnish the original in a separate envelope labeled “PRICE PROPOSAL”. The technical proposal should not include any price/cost information.

- SF 1442
- Price Proposal, Section 00010
- Section 00600 – Representations and Certificates
- Latest Financial Statement

2.5.2 The Technical Proposal will be tabbed and submitted in a three ring binder in the following format:

**TECHNICAL PROPOSAL**

**TAB A - PROPOSAL DATA SHEET** – include Offeror’s DUNS # and Contractor’s CCASS#

**TAB B – FACTOR 1-1** Offeror Past Performance Information

- PAST PERFORMANCE INFORMATION Sheets

**TAB C – FACTOR 1-2** Corporate Relevant Specialized Experience

- CORPORATE RELEVANT SPECIALIZED EXPERIENCE Sheets  
(Example Projects)

**TAB D** – Other Information

**2.6 TAB A – PROPOSAL DATA SHEET.** Complete the PROPOSAL DATA SHEET found in this section. All data requested shall be provided.

**2.7 TAB B – FACTOR 1-1 Offeror Past Performance Information.** A sample Past Performance Evaluation Questionnaire is included at the end of this section. Identify three completed (or substantially complete) projects to be used for reference and evaluation purposes, and provide a questionnaire to the Point of Contact for each project. Copies of the evaluation form will be provided to the Savannah District directly from the reference. When completed, mail, fax or e-mail these forms to the Savannah District Contract Specialist identified in the sample transmittal letter provided. It is the Offeror's responsibility to ensure that the reference documentation is provided. Projects from which questionnaires are received should have been completed or substantially completed within three years of the date of the solicitation. The Government may contact sources other than those provided by the Offeror for information with respect to past performance. These other sources may include CCASS (Construction Contractor Appraisal Support System), telephone interviews with organizations familiar with the Offeror’s performance, and Government personnel with personal knowledge of the Offeror’s performance capability.

**2.8 TAB C – FACTOR 1-2 Corporate Relevant Specialized Experience.** Provide examples of airfield paving projects and airfield lighting systems projects (at least two of each) for which the offeror has been responsible. Example projects must have been completed or in progress not later than five years prior to the date of the solicitation. The examples should be as similar as possible to this solicitation in project type and scope, and include projects specifically related to airfield paving, runway approach lighting, runway lighting, and/or taxiway lighting systems. Provide references (with contract names and telephone numbers) for all examples cited. Each example shall indicate the general character, scope, location, cost, and date of completion of the project. If the offeror represents the combining of two or more companies for the purpose of this RFP, each company shall list project examples. Example projects must have been completed or in progress not later than three years prior to the date of the solicitation. If a sub-contractor is proposed for the runway approach lighting and associated airfield lighting features of this solicitation, this firm’s relevant experience must be included in the proposal. If awarded, the prime or general contractor shall be obligated to use the airfield lighting sub-contractor noted in their proposal.



**2.9 TAB D – OTHER INFORMATION.** Offerors shall submit any other information under TAB D. Information submitted under TAB D may not be considered by the Government.

### **3. EXCEPTIONS**

Failure to conform to the contractual terms and conditions of the solicitation (e.g., standard company terms and conditions) may result in a determination to reject a proposal.

### **4. RESTRICTIONS**

Incomplete proposals. Failure to submit all the data indicated in this section may be cause for determining a proposal incomplete. Incomplete proposals will not be considered for further evaluation or subsequent award.

**5. PROPOSAL EVALUATIONS.** This document establishes a uniform evaluation procedure for the technical evaluation phase of the solicitation based on criterion identified in the Solicitation. The Source Selection Evaluation Board (SSEB) will evaluate each proposal individually using the qualitative procedures that follow. Each proposal will be reviewed and rated by each of the evaluators. During this process, discrepancies between evaluations will be discussed and resolved within the SSEB. Following the completion of the individual evaluations, a consensus evaluation will be derived.

5.1 Proposals, which reach the evaluation stage, have been reviewed by Contracting Division to ensure that they are complete and responsive. All proposals, which are provided, to the evaluation team will be evaluated and rated.

5.2 Past Performance Questionnaires. Each Offeror has been requested to have at least three questionnaires from previous projects completed and forwarded directly to the Savannah District for use by the evaluation team in past performance evaluation and risk analysis. The Government may contact the points of contact indicated on these questionnaires for additional information, and to ensure validity of the information received. The Government may contact sources other than those provided by the Offeror for information with respect to past performance. These other sources may include CCASS (Construction Contractor Appraisal Support System), telephone interviews, and Government personnel with personal knowledge of the Offeror's performance capability.

### **6. INDIVIDUAL PROPOSAL RATING WORKSHEETS**

6.1 Worksheets are provided on the following pages that the evaluators will use to review and rate the proposals.

6.2 Comments are required to support all ratings.

### **7. RATING METHODOLOGY**

7.1 Proposals will be evaluated in each Evaluation Factor based on the following rating scheme:

7.2 **YES - NO Ratings.** Where the specific evaluation sheets indicate a YES – NO Rating these items will be treated as information items. They are included in the evaluation worksheets to ensure a similar focus among the evaluators and to ensure that individual evaluators do not overlook proposal information provided.

7.3 **GO – NO GO Ratings.**

7.3.1 **GO.** The technical proposal conforms to the Solicitation requirements and presents low risk to the Government.

7.3.2 **NO-GO.** The technical proposal does not conform to the Solicitation and/or presents an unacceptably high risk to the Government.

## 8. EVALUATION FACTORS

**8.1 FACTOR 1-1: OFFEROR PAST PERFORMANCE.** The Government will evaluate the Offeror's past performance using the sources available to it including, the example projects identified by the Offeror, Past Performance Evaluation Questionnaires received and CCASS. Offerors may be provided an opportunity to address any negative past performance information about which the Offeror has not previously had an opportunity to respond. The Government treats an Offeror's lack of past performance as neutral that is, having no positive or negative evaluation significance. The Government will evaluate past performance based on the elements listed below:

? **Quality of Construction.** Based on information provided in the questionnaire and other information, the Government will assess the quality of the actual construction undertaken and the standards of workmanship exhibited by the Offeror's team.

? **Timeliness of Performance.** The Government will evaluate all information available with respect to the Offeror completing past projects within the scheduled completion times.

? **Documentation.** The Government will evaluate all information available with respect to the timeliness and quality of the documentation, reports, and other written materials completed by the Offeror on past projects.

? **Customer Satisfaction.** The Government will evaluate all information available with respect to the Offeror's past customer satisfaction, cooperation with customers, and interaction on past projects.

? **Subcontractor Management.** The Government will evaluate all information available with respect to the Offeror's management of subcontractors on past projects.

**8.2 FACTOR 1-2: CORPORATE RELEVANT SPECIALIZED EXPERIENCE.** The Government will review the example projects provided by the Offeror to evaluate and rate the recent experience of the Offeror in similar projects. The example projects should closely resemble the project identified in this solicitation. Example projects must have been completed or in progress not later than five years prior to the date of the solicitation. The examples should be as similar as possible to this solicitation in project type and scope, and include projects specifically related to airfield paving, runway approach lighting, runway lighting, and/or taxiway lighting systems. Offerors are encouraged to provide descriptive analysis of why they feel their example projects meet the criteria for corporate relevant specialized experience. If the Offeror cannot provide suitable relevant experience and evaluators consider that the information provided indicates that the Offeror has no relevant experience, a determination will be made as to the risk this lack of corporate experience presents to the Government. The proposal may be rated NO-GO.

## 9. OVERALL PROPOSAL RATING

9.1 Each member of the Government evaluation team will consider all information provided in the proposal. Once these individual analyses are completed, the team will meet and determine a rating for each of the evaluation factors by consensus decision.

9.2 Following completion of the consensus rating, each proposal will be assigned a single overall GO or NO-GO rating. This final overall rating, along with ratings on individual factors, will be provided to the Contracting Officer/Source Selection Authority and used in making the determination of which Offerors are eligible for award.

9.3 It is the responsibility of the Source Selection Board to provide and document sufficient strengths, weaknesses, and omissions to support the GO or NO-GO rating for each factor as well as the overall rating. Comments are required for all ratings.

**10. BASIS OF AWARD.** Award will be made to that Offeror whose proposal is technically acceptable and has the lowest price that is determined to be fair and reasonable.

# PROPOSAL DATA SHEET

REPAIR NON-COMPLIANT AIRFIELD LIGHTING  
POPE AFB, NORTH CAROLINA

NOTE TO OFFERORS
<p><b>This OFFEROR PERFORMANCE CAPABILITY PROPOSAL DATA SHEET must be completed and attached as the first page of the body of your proposal. The information required by this data sheet may be completed directly on this form or attached to the form as supplemental data sheets.</b></p>

## 1. NAME OF OFFEROR.

Name of Offeror(s):

If a joint venture or contractor-subcontractor association of firms, list the individual firms and briefly describe the nature of the association.

Firm 1:

Firm 2:

Nature of Association:

## 2. DUNS NUMBER FOR OFFEROR

(If more than one DUNS number is to be considered, explain affiliation to Offeror)

## 3. CCASS IDENTIFICATION FOR OFFEROR

## 4. AUTHORIZED NEGOTIATORS. FAR 52.215-11

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposals (RFP). List names, titles, and telephone number of the authorized negotiator.

Name of Person Authorized to Negotiate:

Negotiator's Address:

Negotiator's Telephone:

## PROPOSAL DATA SHEET

(Continued)

### 5. FACTOR 1-1: PAST PERFORMANCE INFORMATION.

5.1 On an attached sheet, provide information for three in-progress or completed projects, preferably of similar design or features, constructed by the Offeror to be used for reference and evaluation purposes. Refer to paragraph 2.7. These should be the same projects for which Past Performance Evaluation Questionnaires have been provided.

For each project provide the following information:

Project Title:

Location:

Contract number:

Procuring activity:

Procurement point of contact and telephone number:

Construction period (month/year start to month/year end or percent complete if construction is underway):

Address of building(s):

Address and telephone number of owner:

Indicate type of project (private sector, Government, planned unit development, etc.):

General description of project:

Total cost:

Total cost of all modifications:

5.2 On an attached sheet, list all contracts with the Government within the last three years. Indicate Government contract number and contracting agency (with contact names and telephone numbers).

## PROPOSAL DATA SHEET

(Continued)

### 6. FACTOR 1-2: CORPORATE RELEVANT SPECIALIZED EXPERIENCE.

6.1 On an attached sheet, provide information for substantially complete or completed projects within the last three years that are similar in terms of cost, complexity, design or features, that have been constructed by the Offeror to be used for reference and evaluation purposes. Refer to paragraph 2.8. For each project provide the following information:

Project Title:

Location:

Contract number:

Nature of involvement in this project, i.e. General Contractor, subcontractor, designer:

Procuring activity:

Procurement point of contact and telephone number:

Construction period (month/year start to month/year end or percent complete if construction is underway):

Address of building(s):

Address and telephone number of owner:

Indicate type of project (private sector, Government, planned unit development, etc.):

General description of project:

Total cost:

**SAMPLE TRANSMITTAL LETTER  
AND  
PAST PERFORMANCE EVALUATION QUESTIONNAIRE**

Date: \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We have listed your firm as a reference for work we have performed for you as listed below. Our firm has submitted a proposal under a project advertised by the U.S. Army Corps of Engineers, Savannah District: **REPAIR NON-COMPLIANT AIRFIELD LIGHTING, POPE AIR FORCE BASE, NORTH CAROLINA.** In accordance with Federal Acquisition Regulations (FAR), an evaluation of our firm's past performance will be completed by the Corps of Engineers. Your candid response to the attached questionnaire will assist the evaluation team in this process.

We understand that you have a busy schedule and your participation in this evaluation is greatly appreciated. Please complete the enclosed questionnaire as thoroughly as possible. Space is provided for comments. Understand that while the responses to this questionnaire may be released to the offeror, FAR 15.306 (e)(4) prohibits the release of the names of the persons providing the responses. Complete confidentiality will be maintained. Furthermore, a questionnaire has also been sent to \_\_\_\_\_ of your organization. Only one response from each office is required. If at all possible, we suggest that you individually answer this questionnaire and then coordinate your responses with that of \_\_\_\_\_, to forge a consensus on one overall response from your organization.

Please send your completed questionnaire to the following address to arrive NOT LATER THAN 30 JULY 2003 to:

U.S. Army Engineer District, Savannah  
Contracting Division (CESAS-CT-C)  
ATTN: Sandra B. Meyers (03-R-0049)  
100 W. Oglethorpe Ave.  
Savannah, GA 31401

The questionnaires can also be e-mailed to: [sandra.b.meyers@sas02.usace.army.mil](mailto:sandra.b.meyers@sas02.usace.army.mil) or faxed to: 912-652-5828, ATTN: Sandy Meyers. If you have questions regarding the attached questionnaire, or require assistance, please contact Sandy Meyers at 912-652-5324. Thank you for your assistance.

## PAST PERFORMANCE EVALUATION QUESTIONNAIRE

Upon completion of this form, please send directly to the U.S. Army Corps of Engineers in the enclosed addressed envelope or fax to 912-652-5828, ATTN: Sandra B. Meyers or e-mail to [sandra.b.meyers@sas02.usace.army.mil](mailto:sandra.b.meyers@sas02.usace.army.mil). Do not return this form to our offices. Thank you.

1. Contractor/Name & Address (City and State):

2. Type of Contract: Fixed Price \_\_\_\_\_ Cost Reimbursement \_\_\_\_\_  
Other (Specify) \_\_\_\_\_

3. Title of Project/Contract Number:

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4. Description of Work: (Attach additional pages as necessary)

5. Complexity of Work: High \_\_\_\_\_ Mid \_\_\_\_\_ Routine \_\_\_\_\_

6. Location of Work: \_\_\_\_\_

7. Date of Award: \_\_\_\_\_

8. Status:       Active \_\_\_\_\_ (provide percent complete)  
                  Complete \_\_\_\_\_ (provide completion date)

9. Name, address and telephone number of Contracting Officer's Technical Representative:



#### 10. QUALITY OF CONSTRUCTION:

Evaluate the contractor's performance in complying with contract requirements, quality achieved and overall technical expertise demonstrated.

	Compliance with Contract Requirements	Quality Achieved	Technical Expertise
Outstanding			
Above Average			
Satisfactory			
Marginal			
Unsatisfactory or Experienced Significant Problems			

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### 11. TIMELINESS OF PERFORMANCE:

To what extent did the contractor meet the contract and/or individual task order schedules if the contract was an indefinite delivery type contract?

Completed Substantially Ahead of Schedule (Outstanding)	
Completed on Schedule with no Time Delays (Above Average)	
Completed on Schedule with Minor Delays Under Extenuating Circumstances (Satisfactory)	
Completed Behind Schedule (Marginal)	
Experienced Significant Delays without Justification (Unsatisfactory)	

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

12. DOCUMENTATION

To what extent were the contractor’s reports and documentation accurate, complete and submitted in a timely manner?

Outstanding Documentation	
Above Average Documentation	
Satisfactory Documentation	
Marginal Documentation	
Unsatisfactory or Experienced Significant Documentation Problems	

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

13. CUSTOMER SATISFACTION:

To what extent were the end users satisfied with:

	Quality	Cost	Schedule
Exceptionally Satisfied (Outstanding)			
Highly Satisfied (Above Average)			
Satisfied (Satisfactory)			
Somewhat Dissatisfied (Marginal)			
Highly Dissatisfied			

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. SUBCONTRACTOR MANAGEMENT

How well did the contractor manage and coordinate subcontractors, suppliers, and the labor force?

Outstanding	
Above Average	
Satisfactory	
Marginal	
Unsatisfactory	

--	--

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

15. If given the opportunity, would you work with this contractor again?

Yes \_\_\_\_\_ No \_\_\_\_\_ Not Sure \_\_\_\_\_

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

16. OTHER REMARKS:

Use the space below to provide other information related to the contractor's performance. This may include the contractor's selection and management of subcontractors, flexibility in dealing with contract challenges, their overall concern for the Government's interest (if applicable), project awards received, etc.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Offeror: \_\_\_\_\_

Evaluator: \_\_\_\_\_

**Factor 1-1 Summary and Overall Rating**

<b>Item No.</b>	<b>Description</b>	<b>Rating</b>
1.	Were three Past Performance Questionnaires Received?	YES/NO
2.	Do All the Questionnaires Received Reflect Projects Completed Within the Last 3 Years?	YES/NO
3.	Were CCASS Ratings available?	YES/NO
4.	Do you have any Personal Experience with the Offeror?	YES/NO
5.	PAST PERFORMANCE	
<b>OVERALL FACTOR 1-1 RATING</b>		

**•STRENGTHS.**

**•WEAKNESSES.**

**•OTHER.**

Offeror: \_\_\_\_\_

Evaluator:\_\_\_\_\_

**Factor 1-2 Summary and Overall Rating**

**OFFEROR CORPORATE RELEVANT SPECIALIZED EXPERIENCE**

Item No.	Description	Rating
1.	Does the Proposal Include an Example Project Listing with Suitable Explanation?	YES – NO
2.	Offeror’s Relevant Experience	
OVERALL FACTOR 1-2 RATING		

**•STRENGTHS.**

**•WEAKNESSES.**

**•OTHER.**

Offeror: \_\_\_\_\_

Evaluator:\_\_\_\_\_

**Summary and Overall Rating**

<b>Item No.</b>	<b>Description</b>	<b>Rating</b>
1.	Factor 1-1 Offeror Past Performance	
2.	Factor 1-2 Corporate Relevant Specialized Experience	
<b>OVERALL RATING</b>		

\_\_\_\_\_  
Board Member



Offeror: \_\_\_\_\_

Factor No.	Description	Board Member 1	Board Member 2	Board Member 3	CONSENSUS
1-1	Offeror Past Performance				
1-2	Corporate Relevant Specialized Experience				
OVERALL RATING					

\_\_\_\_\_  
Board Member 1

\_\_\_\_\_  
Board Member 2

\_\_\_\_\_  
Board Member 3

\_\_\_\_\_  
Board Chairman

Offeror: \_\_\_\_\_

**CONSENSUS SUMMARY RATING**

**FACTOR 1-1 OFFEROR PAST PERFORMANCE**

**STRENGTHS:**

**WEAKNESSES:**

**OTHER COMMENTS:**

Offeror: \_\_\_\_\_

## **CONSENSUS SUMMARY RATING**

(Continued)

### **FACTOR 1-2 CORPORATE RELEVANT SPECIALIZED EXPERIENCE**

#### **STRENGTHS:**

#### **WEAKNESSES:**

#### **OTHER COMMENTS:**

#### **CLAUSES INCORPORATED BY FULL TEXT**

##### **52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

**52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)**

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

- (a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or
- (b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

**52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)**

Any contract awarded as a result of this solicitation will be DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

**52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)--EFARS**

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

## 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each

item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of

cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **firm fixed price** contract resulting from this solicitation.

(End of clause)

#### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

#### 52.219-4001 SUBCONTRACTING PLAN FOR SMALL BUSINESS CONCERNS (SEP 2002 CESAS-CT)

(a) In accordance with FAR Clause 52.219-9, large businesses must submit a subcontracting plan. A sample subcontracting plan is located in Section 00800.

(b) The subcontracting targets (expressed in terms of percentages of total planned subcontracting dollars) of the Savannah District are as follows:

Small Business	-	57.2%
Small Disadvantaged Business	-	8.9%
HUBZone Small Business		3.0%



Women-Owned Business	-	8.1%
Veteran-Owned Small Business		0% *
Service-Disabled Veteran-Owned Small Business	-	3.0% **

If you cannot reach the above-stated targets, you must provide written justification with your subcontracting plan detailing the reasons you cannot meet the requirements.

\*(c) While Savannah District does not have a specific target for subcontracting with Veteran-Owned small businesses, this must be addressed in any subcontracting plan.

\*\* (d) Service-disabled Veteran-owned Small Business (SD/VOSB) is a composite of Veteran-Owned Small Business. The SD/VOSB target must be included in the Veteran-Owned small business target.

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
26.2%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

(1) Name, address, and telephone number of the subcontractor;

- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Cumberland County, Pope Air Force Base, North Carolina.

(End of provision)

52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of provision)

52.232-4006 I SUBJECT TO AVAILABILITY OF FUNDS STATEMENT (JUL 1990  
SASCT) (Ref. AFARS 5101.602-2)

This is a high priority requirement as defined in Army Federal Acquisition Regulation (AFAR) Supplement 5101.602-2. Subject to the availability of funds, the accounting classification will be: 21 3 2050 308 8021 P7000 3230 S09133. This statement is not a commitment of funds. Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available from which payment for contract purposes can be made.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

- (v) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

U. S. Army Corps of Engineers, Savannah District  
Contracting Officer, CESAS-CT-C  
100 West Oglethorpe Avenue  
Savannah, Georgia 31401

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

- (b) Site visits may be arranged during normal duty hours by contacting:

Name: Mr. Dan Davis  
Address: 527 Interceptor Road, Pope Air Force Base, NC 28308  
Telephone: (910) 907-3130

(End of provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

52.236-4011 Disclosure of Magnitude of Construction (FAR 36.204 and DFARS 236.204)

The estimated price range for this project is between

\$1,000,000.00 and \$5,000,000.00.

Section 00600 - Representations & Certifications

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of

this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(vi) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

#### 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

#### 52.204-4003 TAXPAYER IDENTIFICATION

Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(a) Taxpayer Identification Number (TIN).

\_\_\_\_ TIN:\_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(b) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_

(c) Common parent.

☐ Offeror is not owned or controlled by a common parent

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND  
OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is \$28.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.



(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

## 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

#### 52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

( ) (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

( ) (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclosure such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (MAY 2001) --ALTERNATE I (MAR 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) Commercial component means any component that is a commercial item.

(c) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(d) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

#### 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

#### 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in



paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

#### 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

#### 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the

Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

#### 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

(1) The awarding of any Federal contract.

(2) The making of any Federal grant.

(3) The making of any Federal loan.

(4) The entering into of any cooperative agreement.

(5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

(2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

- (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
  - (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.
- (d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.
- (e) Penalties.
- (1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.
- (f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

- (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
- (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
- (3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

#### 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of

Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

#### 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(End of clause)

#### 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

#### 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or



(4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor

cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

#### 52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

(End of clause)

#### 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor any time during construction 60 calendar days prior to construction completion. The Contracting Officer may exercise the options provided that the Government gives the Contractor a preliminary written notice within 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed SEE

CLAUSE. 52.211-10. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

#### 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)

- (a) This clause does not apply to small business concerns.
- (b) Definitions. As used in this clause--

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the



Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
- (iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether HUBZone small business concerns were solicited and, if not, why not;

(D) Whether small disadvantaged business concerns were solicited and, if not, why not;

(E) Whether women-owned small business concerns were solicited and, if not, why not; and

(F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

- (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
- (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--
- (1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
- (1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
- (2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.
- (End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)--ALTERNATE II (OCT 2001).

- (a) This clause does not apply to small business concerns.
- (b) Definitions. As used in this clause--

Commercial item means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

Individual contract plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master plan means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

- (ii) Veteran-owned small business concerns;
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) HUBZone small business concerns;
- (iv) Small disadvantaged business concerns; and
- (v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on

subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether HUBZone small business concerns were solicited and, if not, why not;

(D) Whether small disadvantaged business concerns were solicited and, if not, why not;

(E) Whether women-owned small business concerns were solicited and, if not, why not; and

(F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owner small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owner small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS)

Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

#### 52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

#### 52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are



authorized to work at paid employment in the community under the laws of such jurisdiction, if--

- (a)(1) The worker is paid or is in an approved work training program on a voluntary basis;
  - (2) Representatives of local union central bodies or similar labor union organizations have been consulted;
  - (3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and
  - (4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
- (ii) The classification is utilized in the area by the construction industry.
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(vii) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

#### 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

#### 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(ii) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(End of clause)

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(viii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each

subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

## 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of



employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

- (iii) Publicizing the policy in the company newspaper, annual report, etc.;
  - (iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and
  - (v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.
- (7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.
- (9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.
- (11) Validate all tests and other selection requirements where required under 41 CFR 60-3.
- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.
- (13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.
- (14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.
- (15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.
- (h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--
- (1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an

appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous



chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to deter- mine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

#### 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

#### 52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:  
None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....			
Domestic construction material...			
Item 2			
Foreign construction material....			
Domestic construction material...			

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the

Treasury. Those countries are Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

#### 52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

#### 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(ix) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101.to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be twenty percent (20%) of the bid price or \$3,000,000.00, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at

least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

#### 52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

#### 52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.



(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

---

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date \_\_\_\_\_

IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_

Account party's name \_\_\_\_\_

Account party's address \_\_\_\_\_

For Solicitation No. \_\_\_\_\_ (for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$\_\_\_\_\_. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on \_\_\_\_\_, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of \_\_\_\_\_ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

---

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

\_\_\_\_\_  
[Confirming Financial Institution's Letterhead or Name and Address]

(Date) \_\_\_\_\_

Our Letter of Credit Advice Number \_\_\_\_\_

Beneficiary: \_\_\_\_\_ [U.S. Government agency]

Issuing Financial Institution: \_\_\_\_\_

Issuing Financial Institution's LC No.: \_\_\_\_\_

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by \_\_\_\_\_ [name of issuing financial institution] for drawings of up to United States dollars \_\_\_\_\_/U.S. \$ \_\_\_\_\_ and expiring with our close of business on \_\_\_\_\_ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at \_\_\_\_\_.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of \_\_\_\_\_ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

\_\_\_\_\_  
[Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

\_\_\_\_\_  
[City, State]

(Date) \_\_\_\_\_

[Name and address of financial institution]

Pay to the order of \_\_\_\_\_ [Beneficiary Agency] \_\_\_\_\_ the sum of United States \$\_\_\_\_\_.  
This draft is drawn under Irrevocable Letter of Credit No. \_\_\_\_\_.

\_\_\_\_\_  
[Beneficiary Agency]

By: \_\_\_\_\_

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular

570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

#### 52.229-2 NORTH CAROLINA STATE AND LOCAL SALES AND USE TAX (APR 1984)

(a) "Materials," as used in this clause, means building materials, supplies, fixtures, and equipment that become a part of or are annexed to any building or structure erected, altered, or repaired under this contract.

(b) If this is a fixed-price contract, the contract price includes North Carolina State and local sales and use taxes to be paid on materials, notwithstanding any other provision of this contract. If this is a cost-reimbursement contract, any North Carolina State and local sales and use taxes paid by the Contractor on materials shall constitute an allowable cost under this contract.

(c) At the time specified in paragraph (d) below, the Contractor shall furnish the Contracting Officer certified statements setting forth the cost of the materials purchased from each vendor and the amount of North Carolina State and local sales and use taxes paid. In the event the Contractor makes several purchases from the same vendor, the certified statement shall indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the North Carolina State and local sales and use taxes paid. The statement shall also include the cost of any tangible personal property withdrawn from the Contractor's warehouse stock and the amount of North Carolina State and local sales or use tax paid on this property by the Contractor. Any local sales or use taxes included in the Contractor's statements must be shown separately from the State sales or use taxes. The Contractor shall furnish any additional information the Commissioner of Revenue of the State of North Carolina may require to substantiate a refund claim for sales or use taxes. The Contractor shall also obtain and furnish to the Contracting Officer similar certified statements by its subcontractors.

(d) If this contract is completed before the next October 1, the certified statements to be furnished pursuant to paragraph (c) above shall be submitted within 60 days after completion. If this contract is not completed before the next October 1, the certified statements shall be submitted on or before November 30 of each year and shall cover taxes paid during the 12-month period that ended the preceding September 30.

(e) The certified statements to be furnished pursuant to paragraph (c) above shall be in the following form: I hereby certify that during the period . . . to . . . [insert dates], . . . [insert name of Contractor or subcontractor] paid North Carolina State and local sales and use taxes aggregating \$ . . . (State) and \$ . . . (local), with respect to building materials, supplies, fixtures, and equipment that have become a part of or annexed to a building or structure erected, altered, or repaired by . . . [insert name of Contractor or subcontractor] for the United States of America, and that the vendors from whom the property was purchased, the dates and numbers of the invoices covering the purchases, the total amount of the invoices of each vendor, the North Carolina State and local sales and use taxes paid on the property (shown separately), and the cost of property withdrawn from warehouse stock and North Carolina State and local sales or use taxes paid on this property are as set forth in the attachments.

(End of clause)

#### 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

#### 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

- (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
- (ii) A listing of the amount included for work performed by each subcontractor under the contract.
- (iii) A listing of the total amount of each subcontract under the contract.
- (iv) A listing of the amounts previously paid to each such subcontractor under the contract.
- (v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

- (i) Consideration is specifically authorized by this contract; and
  - (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
- (c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the

Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.



(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

#### 52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

#### 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

#### 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (FEB 2002)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after

receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments

otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR  
REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.



(g) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(j) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

#### 52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

- (1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or
  - (2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

#### 52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

#### 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

#### 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

#### 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the

performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

#### 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

#### 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

#### 52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

#### 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and

grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

#### 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

#### 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the

clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

#### 52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

#### 52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTERNATE I (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(x) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(c) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Before commencing the work, the Contractor shall-

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(End of clause)

#### 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

#### 52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting



Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

#### 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

#### 52.239-4001 Year 2000 Compliance

The contractor shall ensure products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are Year 2000 compliant as defined as follows: Year 2000 compliant means with respect to information technology, that the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information, used in combination with the information technology being acquired, properly exchanges date/time data with it.

#### 52.239-4005 Year 2000 Compliance - Construction Contracts

a. In accordance with FAR 39.106, the contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically:

The contractor shall:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Y2K compliance requirement.

(2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

(End of Clause)

52.239-4006 Security Contract Language for all Corps of Engineers'  
Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non- U.S. citizens) working under this contract (to include grants, cooperative agreements and task orders) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the USACE, Savannah District Security Officer, ATTN: CESAS-SL, 100 West Oglethorpe Avenue, Savannah, GA 31401 within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors who have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the Savannah District Security Officer (address above). For those contractors who do not have a CAGE Code or Facility Security Clearance, the Savannah District Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

#### 52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an

adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

#### 52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only; or

(ii) To the contract type only.

(c) VECF preparation. As a minimum, the Contractor shall include in each VECF the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECF preparation. The VECF shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECF is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for

(i) the affected portions of the existing contract requirement and

(ii) the VECF. The cost reduction associated with the VECF shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECF, such as test and evaluation and operating and support costs.

(5) A prediction of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECF must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECF, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECF's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer will notify the Contractor of the status of the VECF within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECF's expeditiously; however, it shall not be liable for any delay in acting upon a VECF.

If the VECF is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECF, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECF effort.

Any VECF may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECF, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECF to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECF is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

(i) 45 percent for fixed-price contracts or

(ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

#### 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer



may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

#### 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

(v) floods,

(vi) epidemics,

(vii) quarantine restrictions,

(viii) strikes,

(ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.acq.ods.mil/dp/dars/dfars.html>

(End of clause)

#### 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the

name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(xi) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

#### 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

#### 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

- (2) On the board of directors of any DoD contractor or first-tier subcontractor;
  - (3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or
  - (4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.
- (c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.
- (d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—
- (1) Employing a person under a prohibition specified in paragraph (b) of this clause; or
  - (2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.
- (e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—
- (1) Suspension or debarment;
  - (2) Cancellation of the contract at no cost to the Government; or
  - (3) Termination of the contract for default.
- (f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—
- (1) The person involved;
  - (2) The nature of the conviction and resultant sentence or punishment imposed;
  - (3) The reasons for the requested waiver; and
  - (4) An explanation of why a waiver is in the interest of national security.
- (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
- (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

#### 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

#### 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

#### 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

#### 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 1998)

(a) "Definition."

"Estimating system" means the Contractor's policies, procedures, and practices for generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards. Estimating system includes the Contractor's --

- (1) Organizational structure;
- (2) Established lines of authority, duties, and responsibilities;
- (3) Internal controls and managerial reviews;
- (4) Flow of work, coordination, and communication; and
- (5) Estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.1997

(b) "General."



(1) The Contractor shall establish, maintain, and comply with an estimating system that is consistently applied and produces reliable, verifiable, supportable, and documented cost estimates that are an acceptable basis for negotiation of fair and reasonable prices.

(2) The system should be --

(i) Consistent and integrated with the Contractor's related management systems; and

(ii) Subject to applicable financial control systems.

(c) "Applicability". Paragraphs (d) and (e) of this clause apply if the Contractor is a large business and either --

(1) In its fiscal year preceding award of this contract, received Department of Defense (DoD) prime contracts or subcontracts, totaling \$50 million or more for which certified cost or pricing data were required; or

(2) In its fiscal year preceding award of this contract --

(i) Received DoD prime contracts or subcontracts totaling \$10 million or more (but less than \$50 million) for which certified cost or pricing data were required; and

(ii) Was notified in writing by the Contracting Officer that paragraphs (d) and (e) of this clause apply.

(d) "System requirements."

(1) The Contractor shall disclose its estimating system to the Administrative Contracting Officer (ACO) in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission.

(2) An estimating system disclosure is adequate when the Contractor has provided the ACO with documentation that--

(i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and

(ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.

(3) The Contractor shall --

(i) Comply with its disclosed estimating system; and

(ii) Disclose significant changes to the cost estimating system to the ACO on a timely basis.

(e) "Estimating system deficiencies."

(1) The Contractor shall respond to a written report from the Government that identifies deficiencies in the Contractor's estimating system as follows:

(i) If the Contractor agrees with the report findings and recommendations, the Contractor shall --

(A) Within 30 days, state its agreement in writing; and

(B) Within 60 days, correct the deficiencies or submit a corrective action plan showing proposed milestones and actions leading to elimination of the deficiencies.

(ii) If the Contractor disagrees with the report, the Contractor shall, within 30 days, state its rationale for disagreeing.

(2) The ACO will evaluate the Contractor's response and notify the Contractor of the determination concerning remaining deficiencies and/or the adequacy of any proposed or completed corrective action.

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2003)

(a) Definitions. As used in this clause--

(1) Component means any item supplied to the Government as part of an end product or of another component.

(2) End product means supplies delivered under a line item of this contract.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico:

(1) Food.

(2) Clothing.

(3) Tents, tarpaulins, or covers.

- (4) Cotton and other natural fiber products.
  - (5) Woven silk or woven silk blends.
  - (6) Spun silk yarn for cartridge cloth.
  - (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.
  - (8) Canvas products.
  - (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
  - (10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).
- (c) This clause does not apply--
- (1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
  - (2) To end products incidentally incorporating cotton, other natural fibers, or wool, for which the estimated value of the cotton, other natural fibers, or wool--
    - (i) Is not more than 10 percent of the total price of the end product; and
    - (ii) Does not exceed the simplified acquisition threshold in FAR part 2;
  - (3) To foods that have been manufactured or processed in the United States, its possessions, or Puerto Rico, regardless of where the foods (and any component if applicable) were grown or produced, except that this clause does apply to fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States;
  - (4) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or
  - (5) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--
    - (i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--
      - (A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
      - (B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
      - (C) Upholstered seats (whether for household, office, or other use); and
      - (D) Parachutes (Federal Supply Class 1670); or
    - (ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.
- (End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS (SEP 2001)

(a) Definitions. As used in this clause--

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. Chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452 (c).

"Interested party" means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contract shall use its best efforts to give Indian organizations and Indian-owned economic enterprises the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless and interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street NW, MS-2626-MIB, Washington, DC 20240-4000. The BIA will determine the eligibility and will notify the Contracting Officer. No incentive payment will be made--

(1) Within 59 working days of subcontract award;

(2) While a challenge is pending; or

(3) If a subcontractor is determined to be an ineligible participant.

(e)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an adjustment under the Indian Incentive Program to the following:

(i) The estimated cost of cost-type contract.

(ii) The target cost of a cost-plus-incentive-fee contract.

(iii) The target cost and ceiling price of a fixed-price incentive contract.

(iv) The price of a firm-fixed-price contract.

(2) The amount of the adjustment that may be made to the contract is 5 percent of the estimated cost, target cost, or firm-fixed price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(3) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(4) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor.

(5) If the Contractor requests and receives an adjustment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the adjustment.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts that--

(1) Are for other than commercial items; and

(2) Are expected to exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(End of clause)

252.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)

The Government shall have unlimited rights, in all drawings, designs, specifications, notes and other works developed in the performance of this contract, including the right to use same on any other Government design or

construction without additional compensation to the Contractor. The Contractor hereby grants to the Government a paid-up license throughout the world to all such works to which he may assert or establish any claim under design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish the original or copies of all such works on the request of the Contracting Officer.

(End of clause)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.236-7005 AIRFIELD SAFETY PRECAUTIONS. (DEC 1991)

(a) Definitions. As used in this clause --

(1) "Landing areas means" --

(i) The primary surfaces, comprising the surface of the runway, runway shoulders, and lateral safety zones. The length of each primary surface is the same as the runway length. The width of each primary surface is 2,000 feet (1,000 feet on each side of the runway centerline);

(ii) The "clear zone" beyond the ends of each runway, i.e., the extension of the primary surface for a distance of 1,000 feet beyond each end of each runway;

(iii) All taxiways, plus the lateral clearance zones along each side for the length of the taxiways (the outer edge of each lateral clearance zone is laterally 250 feet from the far or opposite edge of the taxiway, e.g., a 75-foot-wide taxiway would have a combined width of taxiway and lateral clearance zones of 425 feet); and

(iv) All aircraft parking aprons, plus the area 125 feet in width extending beyond each edge all around the aprons.

(2) "Safety precaution" areas means those portions of approach-departure clearance zones and transitional zones where placement of objects incident to contract performance might result in vertical projections at or above the approach-departure clearance, or the transitional surface.

(i) "The approach-departure clearance surface" is an extension of the primary surface and the clear zone at each end of each runway, for a distance of 50,000 feet, first along an inclined (glide angle) and then along a horizontal plane, both flaring symmetrically about the runway centerline extended.

(A) The inclined plane (glide angle) begins in the clear zone 200 feet past the end of the runway (and primary surface) at the same elevation as the end of the runway. It continues upward at a slope of 50:1 (1 foot vertically for each 50 feet horizontally) to an elevation of 500 feet above the established airfield elevation. At that point the plane becomes horizontal, continuing at that same uniform elevation to a point 50,000 feet longitudinally from the beginning of the inclined plane (glide angle) and ending there.

(B) The width of the surface at the beginning of the inclined plane (glide angle) is the same as the width of the clear zone. It then flares uniformly, reaching the maximum width of 16,000 feet at the end.

(ii) The "approach-departure clearance zone" is the ground area under the approach-departure clearance surface.

(iii) The "transitional surface" is a sideways extension of all primary surfaces, clear zones, and approach-departure clearance surfaces along inclined planes.

(A) The inclined plane in each case begins at the edge of the surface.

(B) The slope of the incline plane is 7:1 (1 foot vertically for each 7 feet horizontally). It continues to the point of intersection with the --

(1) Inner horizontal surface (which is the horizontal plane 150 feet above the established airfield elevation); or

(2) Outer horizontal surface (which is the horizontal plane 500 feet above the established airfield elevation), whichever is applicable.

(iv) The "transitional zone" is the ground area under the transitional surface. (It adjoins the primary surface, clear zone, and approach-departure clearance zone.)

(b) General. (1) The Contractor shall comply with the requirements of this clause while --

(i) Operating all ground equipment (mobile or stationary);

(ii) Placing all materials; and

(iii) Performing all work, upon and around all airfields.

(2) The requirements of this clause are in addition to any other safety requirements of this contract.

(c) The Contractor shall -

(1) Report to the Contracting Officer before initiating any work;

(2) Notify the Contracting Officer of proposed changes to locations and operations;

(3) Not permit either its equipment or personnel to use any runway for purposes other than aircraft operation without permission of the Contracting Officer, unless the runway is -

(i) Closed by order of the Contracting Officer; and

(ii) Marked as provided in paragraph (d)(2) of this clause;

(4) Keep all paved surfaces, such as runways, taxiways, and hardstands, clean at all times and, specifically, free from small stones which might damage aircraft propellers or jet aircraft;

(5) Operate mobile equipment according to the safety provisions of this clause, while actually performing work on the airfield. At all other times, the Contractor shall remove all mobile equipment to locations -

(i) Approved by the Contracting Officer;

(ii) At a distance of at least 750 feet from the runway centerline, plus any additional distance; and

(iii) Necessary to ensure compliance with the other provisions of this clause; and

(6) Not open a trench unless material is on hand and ready for placing in the trench. As soon as practicable after material has been placed and work approved, the Contractor shall backfill and compact trenches as required by the contract. Meanwhile, all hazardous conditions shall be marked and lighted in accordance with the other provisions of this clause.

(d) Landing areas. The Contractor shall -

(1) Place nothing upon the landing areas without the authorization of the Contracting Officer;

(2) Outline those landing areas hazardous to aircraft, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated low-intensity red flasher lights by night;

(3) Obtain, at an airfield where flying is controlled, additional permission from the control tower operator every time before entering any landing area, unless the landing area is marked as hazardous in accordance with paragraph (d)(2) of this clause;

(4) Identify all vehicles it operates in landing areas by means of a flag on a staff attached to, and flying above, the vehicle. The flag shall be three feet square, and consist of a checkered pattern of international orange and white squares of 1 foot on each side (except that the flag may vary up to ten percent from each of these dimensions);



(5) Mark all other equipment and materials in the landing areas, using the same marking devices as in paragraph (d)(2) of this clause; and

(6) Perform work so as to leave that portion of the landing area which is available to aircraft free from hazards, holes, piles of material, and projecting shoulders that might damage an airplane tire.

(e) Safety precaution areas. The Contractor shall -

(1) Place nothing upon the safety precaution areas without authorization of the Contracting Officer;

(2) Mark all equipment and materials in safety precaution areas, using (unless otherwise authorized by the Contracting Officer) red flags by day, and electric, battery-operated, low-intensity red flasher lights by night; and

(3) Provide all objects placed in safety precaution areas with a red light or red lantern at night, if the objects project above the approach-departure clearance surface or above the transitional surface.

#### 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

#### 252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (SEP 1996)

(a) Definitions. As used in this clause--

(1) Material management and accounting system means the Contractor's system or systems for planning, controlling, and accounting for the acquisition, use, issuing, and disposition of material. Material management and accounting systems may be manual or automated. They may be stand-alone systems or they may be integrated with planning, engineering, estimating, purchasing, inventory, accounting, or other systems.

(2) Valid time-phased requirements means material which is--

Needed to fulfill the production plan, including reasonable quantities for scrap, shrinkage, yield, etc.; and

(ii) Charged/billed to contracts or other cost objectives in a manner consistent with the need to fulfill the production plan.

(3) Contractor means a business unit as defined in section 31.001 of the Federal Acquisition Regulation (FAR).

(b) General. The Contractor agrees to--

(1) Maintain a material management and accounting system (MMAS) that--

(i) Reasonably forecasts material requirements;

(ii) Ensures that costs of purchased and fabricated material charged or allocated to a contract are based on valid time-phased requirements; and

(iii) Maintains a consistent, equitable, and unbiased logic for costing of material transactions.

(2) Assess its MMAS and take reasonable action to comply with the MMAS standards in paragraph (f) of this clause.

(c) Applicability. Paragraphs (d) and (e) of this clause apply only if the Contractor--

(1) Is a large business; and

(2) Received, in its fiscal year preceding award of this contract, Department of Defense prime contracts or subcontracts, and their modifications totaling--

(i) \$70 million or more; or

(ii) \$30 million or more (but less than \$70 million), and is notified in writing by the Contracting Officer that paragraphs (d) and (e) apply.

(d) Disclosure, demonstration, and maintenance requirements. (1) The Contractor shall--

Disclose its MMAS to the Administrative Contracting Officer in writing; and

(ii) If requested by the Administrative Contracting Officer, demonstrate that the MMAS conforms to the standards in paragraph (f) of this clause.

(2) An MMAS disclosure is adequate when the Contractor has provided the Administrative Contracting Officer with documentation which--

(i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in its MMAS; and

(ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the adequacy of the MMAS.

(3) An MMAS demonstration is adequate when the Contractor has provided the Administrative Contracting Officer--

(i) Sufficient evidence to demonstrate the degree of compliance of its MMAS with the standards at paragraph (f) of this clause; and

(ii) Identification of any significant deficiencies, the estimated cost impact of the deficiency, and a comprehensive corrective action plan.

(4) The Contractor shall disclose significant changes in its MMAS to the Administrative Contracting Officer within 30 days of implementation.

(5) If the contractor desires the Government to protect such information as privileged or confidential, the Contractor shall--

(i) Notify the Government representative to whom the information is submitted, i.e., the ACO, or the auditor; and

(ii) Ensure an appropriate legend is on the face of the document(s) at the time of submission.

(e) Deficiencies. (1) If the Contractor receives a report which identifies deficiencies in its MMAS, the Contractor agrees to respond as follows--

(i) If the Contractor agrees with the report findings and recommendations, the Contractor shall--

(A) Within 30 days, state its agreement in writing; and

(B) Within 60 days, correct the deficiencies or submit a corrective action plan.

(ii) If the Contractor disagrees with the report findings and recommendations, the Contractor shall, within 30 days, state its rationale for each area of disagreement.

(2) The Administrative Contracting Officer shall evaluate the Contractor's response and notify the Contractor of the--

(i) Determination concerning remaining deficiencies;

(ii) Adequacy of any proposed or completed corrective action plan; and

(iii) Need for any new or revised corrective action plan.

(f) MMAS standards. MMAS systems shall have adequate internal accounting and administrative controls to ensure system and data integrity, and comply with the following:

(1) Have an adequate system description including policies, procedures, and operating instructions which comply with the Federal Acquisition Regulation and Defense FAR Supplement;

(2) Ensure that costs of purchased and fabricated material charged or allocated to a contract are based on valid time-phased requirements as impacted by minimum/economic order quantity restrictions--

(i) A 98 percent bill of material accuracy and a 95 percent master production schedule accuracy are desirable as a goal in order to ensure that requirements are both valid and appropriately time-phased.

(ii) If systems have accuracy levels below these, the Contractor shall demonstrate that--

(A) There is no material harm to the Government due to lower accuracy levels; and

(B) The cost to meet the accuracy goals is excessive in relation to the impact on the Government;

(3) Provide a mechanism to identify, report, and resolve system control weaknesses and manual override. Systems should identify operational exceptions such as excess/residual inventory as soon as known;

(4) Provide audit trails and maintain records (manual and those in machine readable form) necessary to evaluate system logic and to verify through transaction testing that the system is operating as desired;

(5) Establish and maintain adequate levels of record accuracy, and include reconciliation of recorded inventory quantities to physical inventory by part number on a periodic basis. A 95 percent accuracy level is desirable. If systems have an accuracy level below 95 percent, the Contractor shall demonstrate that--

(i) There is no material harm to the Government due to lower accuracy levels; and

(ii) The cost to meet the accuracy goal is excessive in relation to the impact on the Government;

(6) Provide detailed descriptions of circumstances which will result in manual or system generated transfers of parts;

(7) Maintain a consistent, equitable, and unbiased logic for costing of material transactions--

(i) The Contractor shall maintain and disclose written policies describing the transfer methodology and the loan/pay-back technique.

(ii) The costing methodology may be standard or actual cost, or any of the inventory costing methods in 48 CFR 9904.411-50(b). Consistency shall be maintained across all contract and customer types, and from accounting period to accounting period for initial charging and transfer charging.

(iii) The system should transfer parts and associated costs within the same billing period. In the few instances where this may not be appropriate, the Contractor may accomplish the material transaction using a loan/pay-back technique. The "loan/pay-back technique" means that the physical part is moved temporarily from the contract, but the cost of the part remains on the contract. The procedures for the loan/pay-back technique must be approved by the Administrative Contracting Officer. When the technique is used, the Contractor shall have controls to ensure--

(A) Parts are paid back expeditiously;

(B) Procedures and controls are in place to correct any overbilling that might occur;

(C) Monthly, at a minimum, identification of the borrowing contract and the date the part was borrowed; and

(D) The cost of the replacement part is charged to the borrowing contract;

(8) Where allocations from common inventory accounts are used, have controls (in addition to those in paragraphs (b)(2) and (7) of this clause) to ensure that--

(i) Reallocations and any credit due are processed no less frequently than the routine billing cycle;

(ii) Inventories retained for requirements which are not under contract are not allocated to contracts; and

(iii) Algorithms are maintained based on valid and current data;

(9) Notwithstanding FAR 45.505-3(f)(1)(ii), have adequate controls to ensure that physically commingled inventories that may include material for which costs are charged or allocated to fixed-price, cost-reimbursement, and commercial contracts do not compromise requirements of any of the standards in paragraphs (f)(1) through (8) of this clause. Government furnished material shall not be--

(i) Physically commingled with other material; or

(ii) Used on commercial work; and

(10) Be subjected to periodic internal audits to ensure compliance with established policies and procedures.

(End of clause)

#### 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

#### 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

-----  
(Official's Name)

-----  
(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD)  
(MAR 2000)

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items and Commercial Components clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
  - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
  - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
  - (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
  - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--
    - (i) This contract is a construction contract; or
    - (ii) The supplies being transported are--
      - (A) Noncommercial items; or
      - (B) Commercial items that--
        - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);
        - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
        - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
  - (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --
    - (1) U.S.-flag vessels are not available for timely shipment;
    - (2) The freight charges are inordinately excessive or unreasonable; or
    - (3) Freight charges are higher than charges to private persons for transportation of like goods.
  - (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting

Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

- (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
  - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;
  - (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;
  - (9) Total ocean freight in U.S. dollars; and
  - (10) Name of the steamship company.
- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
- (1) No ocean transportation was used in the performance of this contract;
  - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
  - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

#### 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--



(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

Section 00800 - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 5 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 260 calendar days. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$502.54 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.219-4002 REPORTING REQUIREMENTS--SUBCONTRACTING PLAN (CESAD-CT JUL 1993)

(a) Retainage will be withheld from progress payments in an amount sufficient to protect the Government's ability to assess Liquidated Damages in accordance with FAR clause 52.219-0016 for failure to submit timely SF 294 and SF 295 Reports. The amount of retainage will be determined in accordance with the following formula:

(b) Total dollar amount proposed for subcontracting to small business multiplied by percentage of actual progress on the contract, up to a maximum of 10% of the given progress payment, shall be withheld from the next progress payment due after a contractor fails to submit a required report. If one or more reports have been submitted before such failure, formula for determining the amount of retainage will be adjusted by deducting any amounts reported as subcontracted to small business from the total dollar amount proposed to be subcontracted and the difference multiplied by the percent of actual progress, up to a maximum of 10% of the given progress payment.

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to Savannah District Office.

(End of clause)

52.223-4002 U.S. ARMY CORPS OF ENGINEERS SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil>. (At the HQ homepage, select Safety and Occupational Health.) The Contractor shall be responsible for complying with the current edition and all changes posted on the web through the date that is 10 calendar days prior to the date offers are due. If the solicitation is amended to extend the time set for receipt of offers, the 10 calendar days rule stated above shall be applied against the amended date. (For example, if offers are due on 10 April, all changes posted on or before 31 March shall apply to the contract. If the time for receipt of offers is extended from 10 April to 20 April, all changes posted on or before 10 April shall apply to the contract.)

52.228-4002 REQUIRED INSURANCE (FEB 1987 SAS) (Ref. FAR 28.307)

(a) The Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

Comprehensive and Employer's Liability Insurance in the amount required by the State law in which the work is to be performed under this contract.

Comprehensive General Liability Insurance in an amount not less than \$500,000 per accident.

Automobile Liability Insurance: \$200,000 per person and \$500,000 per accident for bodily injury liability and \$20,000 property damage liability.

(b) Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation, or any material change in the policies adversely affecting the interests of the Government in such insurance, shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than 30 days after written notice thereof to the Contracting Officer.

(c) The Contractor agrees to insert the substance of this clause, including this subparagraph (c), in all subcontracts hereunder.

(End of clause)

52.231-5000 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE  
MAR 1995)--EFARS

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region III. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(End of clause)

#### 52.232-4007 ACCOUNTING AND APPROPRIATION DATA (APR 1989 CESAS-RM)

See Clause 52.232-4006, SUBJECT TO AVAILABILITY OF FUNDS.

(End of clause)

#### 52.232-4008 DESIGNATED BILLING OFFICE (APR 1989 CESAS-RM)

Invoices will be mailed to:

Pope Resident Office (CD-PSP)  
527 Interceptor Road  
Pope Air Force Base, NC 28308

(End of Clause)

#### 52.232-4009 DESIGNATED PAYMENT OFFICE (AUG 1998 CESAS-RM-F)

Payment will be made by:

U.S. Army Corps of Engineers Finance Center  
ATTN: CEFC-AO-P  
5720 Integrity Drive  
Millington, TN 38054-5005

(End of clause)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty percent (20%) of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

52.236-4013 CONTRACTOR-PREPARED NETWORK ANALYSIS SYSTEM  
(January 2002 SAS) (Ref. DFARS 236.273)

The progress chart to be prepared by the contractor pursuant to FAR 52.236-15, Schedules for Construction Contracts, shall utilize the Critical Path Method (CPM) of network calculation. (See Attachment 1 to Section 00800).

52.236-4015 PRECONSTRUCTION CONFERENCE (OCT 1988 SAS) (Ref. FAR 36.305)

(a) A preconstruction conference will be arranged by the Area/Resident Engineer after award of contract and before commencement of work. The Area/Resident Engineer will notify the Contractor of the time and date set for the meeting. At this conference, the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative, and construction matters.

(b) The Contractor shall bring to this conference, in completed form, a Certificate of Insurance, plus the following items in either completed or draft form:

Accident Prevention Plan (5 copies)  
(use format shown in Attachment 1 to SECTION 00800)  
Quality Control Plan (5 copies)  
Letter Appointing Superintendent  
Transmittal Register  
Power of Attorney and Certified Copy of Resolution  
Network Analysis System, when applicable  
List of Subcontractors

(c) A letter of record will be written documenting all items discussed at the conference, and a copy will be furnished by the Area/Resident Engineer to all in attendance.

(End of clause)

#### 52.236-4016 VIDEO TAPING OPERATING AND MAINTENANCE INSTRUCTIONS (MAR 1987 SASCD-SQ)

For all of the operating and maintenance instructions which are required in the contract specifications, the Contractor shall video tape these instructions as they are presented to the Government representatives. These tapes shall provide clear and understandable detailed instructions for all items required by the contract specifications. The tapes shall be prepared by an experienced video director/cameraman using good quality half-inch VHS color tape with correct sound equipment, lighting, and backdrop. The sound and picture quality shall be high and subject to approval by the Contracting Officer. The tapes are intended as followup training for other Government representatives at a later date. They must be suitable for this purpose. The Contractor shall be responsible for the contents of the instructions and shall verify that they are correct prior to taping. The Contractor may submit individual equipment manufacturer's instructional tape(s), provided they meet the above qualifications and cover the actual equipment that is installed. The tape(s) shall be for specific equipment identified by contents and contract name and number. The Contractor shall submit one copy of the tape(s) to the Contracting Officer for review and approval. Unacceptable tapes are to be corrected by the Contractor as indicated by the Contracting Officer at no additional cost to the Government.

(End of clause)

#### 52.236-4017 SUBMITTAL OF MODIFICATION COST ESTIMATE PROPOSALS (MAR 1992 SAS) (Ref. DFARS 52.236-7000)

When submittals of Cost Estimate Proposals are required for additions or deletions to work under this contract by modification, the Contractor shall use DA Form 5418-R titled "Cost Estimate Analysis" (see Attachment 1 to SECTION 00800). A separate assemblage will be prepared for submittal by each trade affected by the proposed work.

(End of clause)

#### 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)



52.249-4001 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (APR 1991 OCE)  
(Ref. FAR 52.249-10)

(a) This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause entitled DEFAULT (FIXED-PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

(b) The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY  
WORKDAYS BASED ON 5-DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	9	6	4	4	6	8	7	4	4	5	9

(c) Upon acknowledgment of the Notice to Proceed and continuing through-out the contract, the Contractor will record on the daily Contractor Quality Control report the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day in each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph (b) above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather workdays, and issue a modification in accordance with the contract clause entitled DEFAULT (FIXED PRICE CONSTRUCTION).  
(End of clause)

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS - EFARS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.  
(End of Clause)



ATTACHMENT 1 TO SECTION 00800

LIST OF ATTACHMENTS

1. Contract Drawings:  
File No. 136-664-01, Sheets 1 through 3 and 5 through 27
2. Rates of Wages:
3. Formats:  
Sign (Air Force)  
Corps of Engineers Logo  
Accident Prevention Plan (Ref. FAR 52.236-13 and EM 385-1-1)  
Construction Quality Control Report  
Small and Disadvantaged Business Subcontracting Plan  
Weekly Temporary Electrical Inspection
4. Minimum Standard for Temporary Electrical Service (Ref. FAR 52.236-14)
5. Forms:  
SAS Form 9 - Activity Hazard Analysis  
SAD Form 1666a-R - Safety Checklist for Crawler, Truck & Wheel Mounted Cranes  
SAD Form 1666b-R - Safety Checklist for Portal, Tower, and Pillar Cranes  
SAD Form 1666c-R - Safety Checklist for Rigging  
SAD Form 1666d-R - Safety Checklist for Motor Vehicles, Trailers and Trucks  
SAD Form 1666e-R - Safety Checklist for Crawler Tractors and Dozers  
SAD Form 1666f-R - Safety Checklist for Scrapers, Motor Graders, and Other Mobile Equipment  
SAD Form 1666g-R - Safety Checklist for Material Hoists  
SAD Form 1666h-R - Safety Checklist for Earth Drilling Equipment  
ENG Form 4025 - Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer's Certificates of Compliance  
DA Form 5418-R - Cost Estimate Analysis  
Standard Form LLL-A - Disclosure of Lobbying Activities  
Real Property Inventory

BRS Document Viewer  
General Decision Number NC030009

General Decision Number NC030009  
Superseded General Decision No. NC020009      State: North Carolina  
Construction Type:  
HEAVY  
County(ies):  
STATEWIDE  
SEWER AND WATER CONSTRUCTION PROJECTS AND HEAVY CONSTRUCTION  
PROJECTS (excluding Dam construction projects).  
Modification Number      Publication Date  
0      06/13/2003

COUNTY(ies):  
STATEWIDE  
SUNC2001A    02/12/1990

	Rates	Fringes
BOILERMAKERS:		
Storage Tank Erection/Repair	12.96	4.105
All Other Work:	16.20	4.105
BRICKLAYERS	7.23	
CARPENTERS	6.63	
CEMENT MASONS/FINISHERS	6.11	
ELECTRICIANS	8.56	
FENCE ERECTORS	5.15	
IRONWORKERS	8.20	
LABORERS:		
Unskilled	5.15	
Air Drill Operator	5.92	
Asphalt Rakers	5.15	
Pipelayers	5.17	
MANHOLE BUILDERS	5.81	
MILLWRIGHTS	5.27	
PAINTERS	7.12	
PLUMBERS & PIPEFITTERS	7.42	
POWER EQUIPMENT OPERATORS:		
Asphalt Distributor	5.77	
Asphalt Finisher	5.69	
Asphalt Paver	5.69	
Asphalt Screed	5.69	
Backhoe	6.40	
Boring Machine	5.65	
Bulldozer	5.96	
Crane	7.60	
Dragline	6.34	
Drill	7.23	
Loader	5.79	
Mechanic	7.16	
Motor Grader	6.24	
Roller	5.15	
Scraper, Pan	5.42	
Tractor	5.49	
Trenching	6.58	
Well Drillers	6.50	
TRUCK DRIVERS	5.15	

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).  
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In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

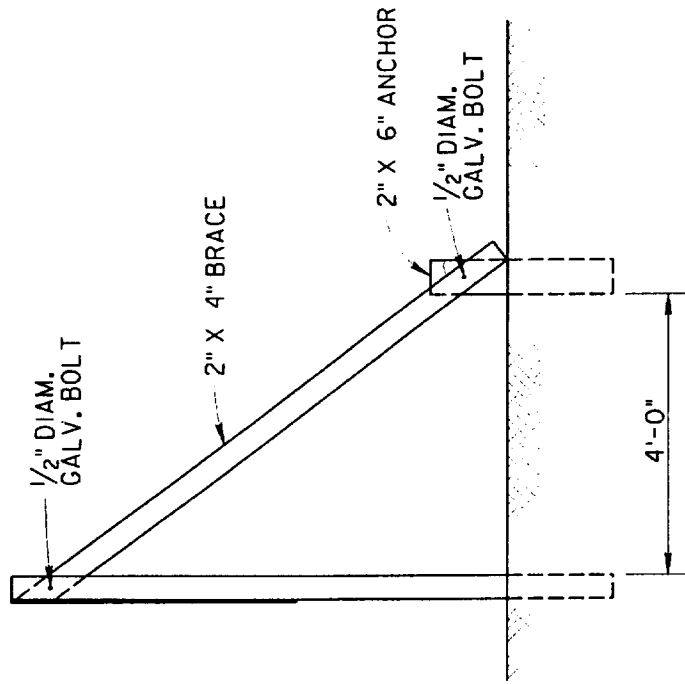
3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.

Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

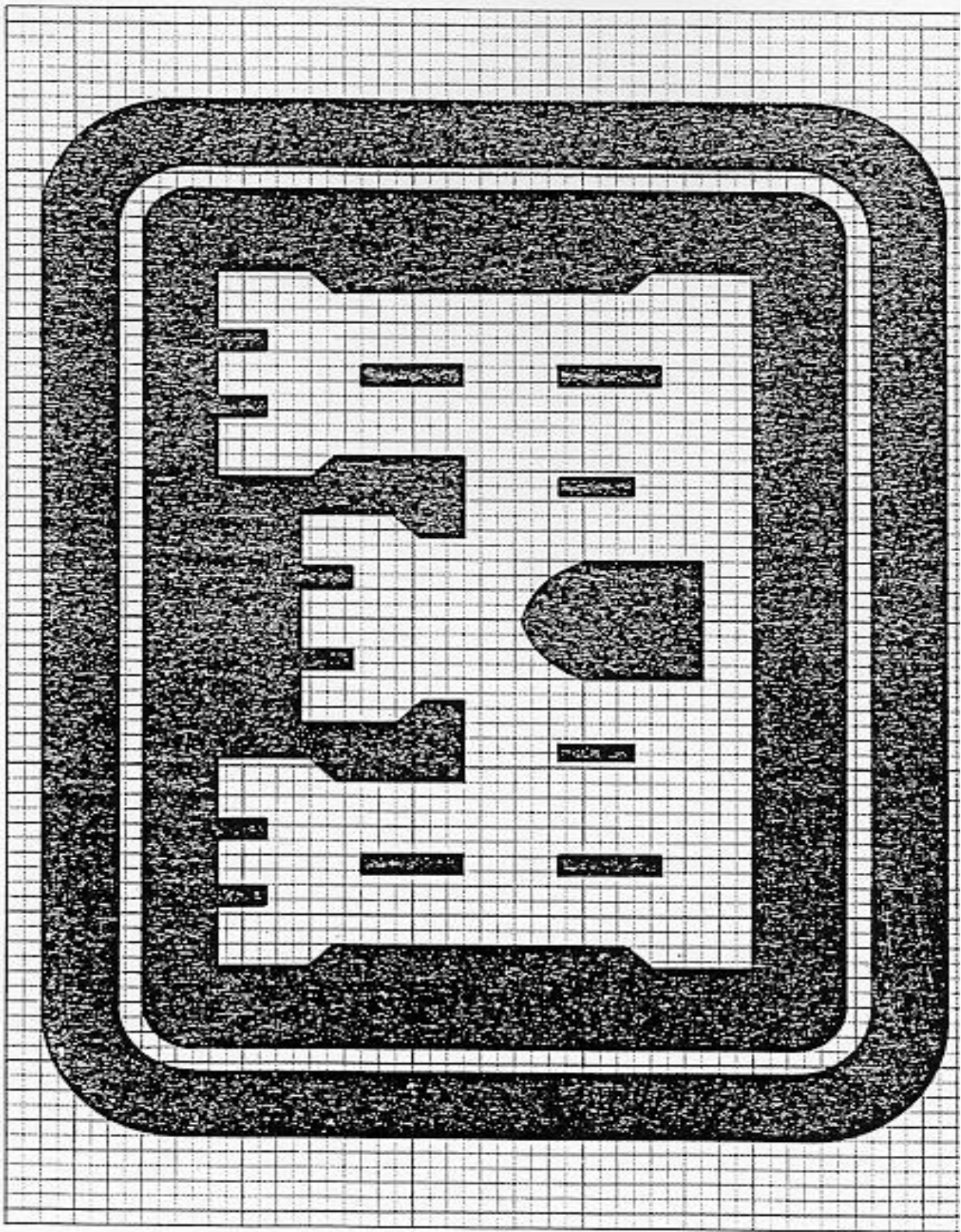


END VIEW

## U.S. AIR FORCE PROJECT SIGN DETAILS

1. POSTS SHALL BE S4S.
2. PLYWOOD SHALL BE EXTERIOR TYPE, A-C GRADE.
3. BEFORE PAINTING, SURFACE SHALL BE CLEAN, DRY, FREE OF GREASE AND SANDED.
4. PAINT WITH ONE EXTERIOR OIL PRIME COAT AND EXTERIOR TYPE ALKYD, CONFORMING TO MASTER PAINTERS INSTITUTE MPI-9, MPI GLOSS LEVEL 6. COLOR SHALL MATCH SHERWIN WILLIAMS SW 2175.
5. ALL LETTERING SHALL BE EXTERIOR TYPE ALKYD. COLOR SHALL MATCH SHERWIN WILLIAMS SW 1900.
6. DECALOMANIA FOR CORPS OF ENGINEERS INSIGNIA AND U.S. AIR FORCE EMBLEM WILL BE FURNISHED BY THE CONTRACTING OFFICER FOR INSTALLATION BY THE CONTRACTOR.
7. ALL EXPOSED WOOD (POSTS, SUPPORTS, BACK, ETC.) SHALL BE PAINTED THE SAME BACKGROUND COLOR AS THE SIGN.
8. LETTERING STYLE SHALL BE EITHER HELIOS EXTRA BOLD CONDENSED, HELIOS BOLD II, HELVETICA BLACK ROMAN, OR HELVETICA BOLD ROMAN.

SPACE	HEIGHT	LINE	DESCRIPTION	LETTER HEIGHT	STROKE
A	3"	1	U.S. AIR FORCE PROJECT	1.5"	3/16"
B	1"	2	IN PARTNERSHIP WITH	1.5"	3/16"
C	1"	3	U.S. ARMY CORPS OF ENGINEERS	1.5"	3/16"
D	4"	4	PROJECT NAME	4"	1/2"
E	3"	5	PROJECT NAME CONT'D (IF REQ'D)	4"	1/2"
F	4"	6	GENERAL CONTRACTOR/A-E	1.5"	3/16"
G	1"	7	GENERAL CONTRACTOR/A-E	1.5"	3/16"
H	4"	8	PLANNED COMPLETION DATE	2.5"	1/4"
I	1"	9	BUILDING OCCUPANCY DATE	2.5"	1/4"
J	1"	10	RIBBON CUTTING DATE	2.5"	1/4"
K	2"				



CORPS OF ENGINEERS LOGO  
HALF SIZE



FORMAT  
(Ref. FAR 52.236-13 and EM 385-1-1 dated 3 Sep 96)  
ACCIDENT PREVENTION PLAN

MINIMUM BASIC OUTLINE FOR ACCIDENT PREVENTION PLAN

An accident prevention plan is, in essence, a safety and health policy and program document. The following areas are typically addressed in an accident prevention plan, but a plan shall be job specific and shall also address any unusual or unique aspects of the project or activity for which it is written. The accident prevention plan shall interface with the employer's overall safety and health program. Any portions of the overall safety and health program that are referenced in the accident prevention plan shall be included as appropriate.

1. SIGNATURE SHEET. Title, signature, and phone number of the following:

- a. Plan preparer (corporate safety staff person, QC);
- b. Plan approval, e.g., owner, company president, regional vice president (HTRW activities require approval of a Certified Industrial Hygienist (or qualified Industrial Hygiene personnel for in-house USACE activities; a Certified Safety Professional (or qualified USACE safety personnel for in-house work) may approve the plan for operations involving UST removal where contaminants are known to be petroleum, oils, or lubricants);
- c. Plan concurrence (provide concurrence of other applicable corporate and project personnel (contractor)), e.g., Corporate Chief of Operations, Corporate Chief of Safety, Corporate Industrial Hygienist, project manager or superintendent, project safety professional, project QC. The plan will be developed by qualified personnel (plan preparer) and will be signed by a competent person (plan concurrence) and a representative of the prime contractor's project management team (plan approval).

2. BACKGROUND INFORMATION. List the following:

- a. Contractor;
- b. Contract number;
- c. Project name;
- d. Brief project description, description of work to be performed, and location (map);
- e. Contractor accident experience (provide information such as EMR, OSHA 200 Forms, corporate safety trend analyses);
- f. Listing of phases of work and hazardous activities requiring activity hazards analyses.

3. STATEMENT OF SAFETY AND HEALTH POLICY. (In addition to the corporate policy statement, a copy of the corporate safety program may provide a

significant portion of the information required by the accident prevention plan.)

#### 4. RESPONSIBILITIES AND LINES OF AUTHORITIES.

a. Identification and accountability of personnel responsible for safety - at both corporate and project level (contracts specifically requiring safety or industrial hygiene personnel should include a copy of their resume - the District Safety and Occupational Health Office will review the qualifications for acceptance). For items in EM 385-1-1 which require the use of a competent person or a qualified person, the contractor is to maintain documentation demonstrating the competence or qualification of that individual.

b. Lines of authority

#### 5. SUBCONTRACTORS AND SUPPLIERS. Provide the following:

- a. Identification of subcontractors and suppliers (if known);
- b. Means for controlling and coordinating subcontractors and suppliers;
- c. Safety responsibilities of subcontractors and suppliers.

#### 6. TRAINING.

a. List subjects to be discussed with employees in safety indoctrination.

b. List mandatory training and certifications which are applicable to this project (e. g., explosive actuated tools, confined space entry, crane operator, diver, vehicle operator, HAZWOPER training and certification, personal protective equipment) and any requirements for periodic retraining/recertification.

c. Identify requirements for emergency response training.

d. Outline requirements (who attends, when given, who will conduct etc.) for supervisory and employee safety meetings.

e. Identify location at the project site where the records will be maintained.

#### 7. SAFETY AND HEALTH INSPECTIONS. Provide details on:

a. Who will conduct safety inspections (e.g., project manager, safety professional, QC, supervisors, employees, etc.), when inspections will be conducted, how the inspections will be recorded, deficiency tracking system, follow-up procedures, etc;

b. Any external inspections/certifications which may be required (e.g., Coast Guard).

#### 8. SAFETY AND HEALTH EXPECTATIONS, INCENTIVE PROGRAMS, AND COMPLIANCE.

a. The company's written safety program goals, objectives, and accident experience goals for this contract should be provided.

b. A brief description of the company's safety incentive programs (if any) should be provided.

c. Policies and procedures regarding noncompliance with safety requirements (to include disciplinary actions for violation of safety requirements) should be identified.

d. Provide written company procedures for holding managers and supervisors accountable for safety.

9. ACCIDENT REPORTING. The contractor shall identify who shall complete the following, how, and when:

- a. Exposure data (man-hours worked);
- b. Accident investigations, reports and logs;
- c. Immediate notification of major accidents.

10. MEDICAL SUPPORT. Outline on-site medical support and off-site medical arrangements.

11. PERSONAL PROTECTIVE EQUIPMENT. Outline procedures (who, when, how) for conducting hazard assessments and written certifications for use of personal protective equipment.

12. PLANS (PROGRAMS, PROCEDURES) REQUIRED BY THE SAFETY MANUAL (as applicable).

- a. Hazard communication program (01.B.04);
- b. Emergency response plans:
  - procedures and tests (01.E.01)
  - spill plans (01.E.01, 06.A.02)
  - fire fighting plan (01.E.01, 19.A.04)
  - posting of emergency telephone numbers (01.E.04)
  - wildfire prevention plan (09.K.01)
  - man overboard/abandon ship (19.A.04)
- c. Layout plans (04.A.01);
- d. Respiratory protection plan (05.E.01);
- e. Health hazard control program (06.A.02);
- f. Lead abatement plan (06.B.05 & specifications);
- g. Asbestos abatement plan (06.B.05 & specifications);
- h. Abrasive blasting (06.H.01);
- i. Confined space (06.1);
- j. Hazardous energy control plan (12.A.07);
- k. Critical lift procedures (16.C.17);

- 1. Contingency plan for severe weather (19.A.03);
- m. Access and haul road plan (22.1.10);
- n. Demolition plan (engineering and asbestos surveys) (23.A.01);
- o. Emergency rescue (tunneling) (26.A.05);
- p. Underground construction fire prevention and protection plan (26.D.01);
- q. Compressed air plan (26.1.01);
- r. Formwork and shoring erection and removal plans (27.B.02);
- s. Lift slab plans (27.D.01);
- t. SHP and SSHP (for HTRW work an SSHP must be submitted and shall contain all information required by the accident prevention plan - two documents are not required (28.B.01);
- u. Blasting plan (29.A.01);
- v. Diving plan (30.A.13);
- w. Plan for prevention of alcohol and drug abuse (Defense Federal Acquisition Regulation Supplement Subpart 252.223-7004, Drug-Free Work Force).

13. The Contractor shall provide information on how they will meet the requirements of major sections of EM 385-1-1 in the accident prevention plan. Particular attention shall be paid to excavations, scaffolding, medical and first aid requirements, sanitation, personal protective equipment, fire prevention, machinery and mechanized equipment, electrical safety, public safety requirements, and chemical, physical agent, and biological occupational exposure prevention requirements. Detailed site-specific hazards and controls shall be provided in the activity hazard analysis for each phase of the operation. Site-specific hazards are those hazards which would be reasonably be anticipated to occur on the construction site of concern and will be identified through analysis of the activities to be performed. The controls are measures which will be implemented by the contractor to eliminate or reduce each hazard to an acceptable level.

F O R M A T

CONTRACTOR'S NAME  
(Address)

CONSTRUCTION QUALITY CONTROL REPORT

Date: \_\_\_\_\_ Report No. \_\_\_\_\_

Contract No.: \_\_\_\_\_

Description and Location of Work: \_\_\_\_\_

WEATHER: (Clear)(P. Cloudy)(Cloudy); Temperature: \_\_\_\_Min, \_\_\_\_Max;  
Rainfall \_\_\_\_Inches

Contractor/Subcontractors and Area of Responsibility

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_
- e. \_\_\_\_\_
- f. \_\_\_\_\_
- g. \_\_\_\_\_
- h. \_\_\_\_\_

1. Work Performed Today:

(Indicate location and description of work performed. Refer to work performed by prime and/or subcontractors by letter in table above.)

\_\_\_\_\_

2. Results of Control Activities:

(Indicate whether: P-Preparatory, I-Initial, or F-Followup and include satisfactory work completed or deficiencies with action to be taken.)

\_\_\_\_\_

3. Test Required by Plans and/or Specifications Performed and Results of Tests:

\_\_\_\_\_

4. Monitoring of Materials and Equipment:

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5. Offsite Surveillance Activities:

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6. Job Safety:

(Daily comment required.)

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7. Remarks:

- a. (Cover any conflicts in plans, specifications or instructions.)
- b. (Action taken in review of submittal.)
- c. (Verbal instructions received.)

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Inspector

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CONTRACTOR'S VERIFICATION:

The above report is complete and correct and all material and equipment used and work performed during this reporting period are in compliance with the contract plans and specifications except as noted above.

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Contractor's Approved  
Authorized Representative

WEEKLY TEMPORARY ELECTRICAL INSPECTION

Week ending \_\_\_\_\_

Contract No. \_\_\_\_\_

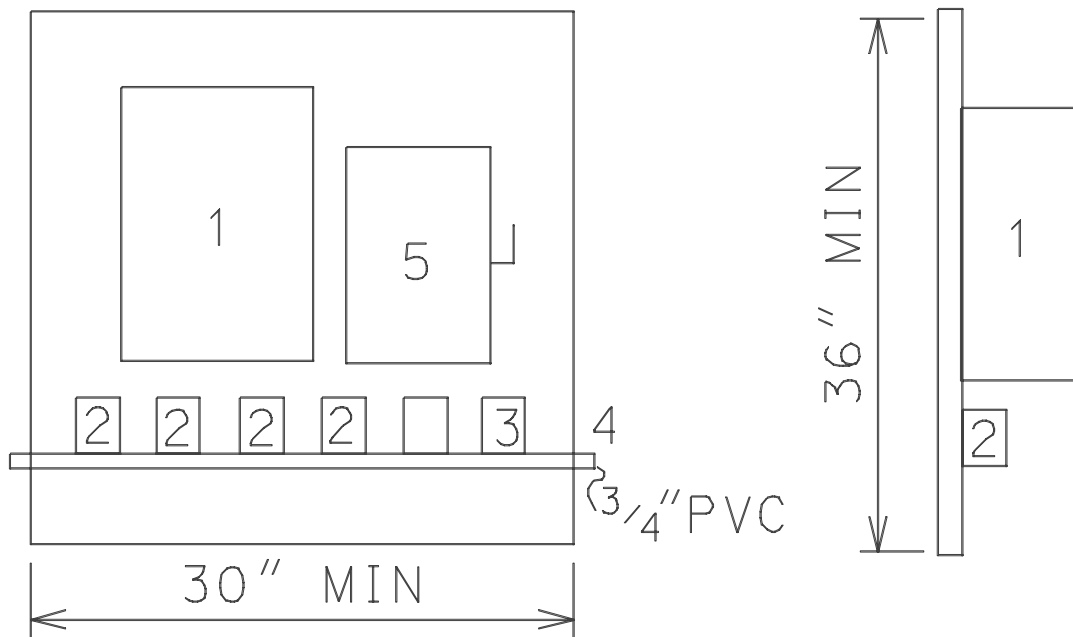
Contract Description \_\_\_\_\_

The following items were inspected in accordance with requirements in National Electrical Code and Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1.

1. Wire (size, type, condition).
2. Systems and devices (polarity, continuity of ground, resistance to ground).
3. Resistance of ground rods (25 OHMS) measured and recorded.
4. Check GFI for 15/20 amp 120 volt circuits.
5. Plugs and receptacles (type, NEMA rating).
6. Circuit breakers and disconnect (size, type, weatherproof).
7. Extension cords (type, UL listed, insulation condition, splices, location).
8. Open wiring on insulators, nonmetallic sheathed cable, outside clearance (600 volts or less), Festoon lighting (as applicable).

\_\_\_\_\_  
Signature Electrician/Electrical Engineer

## MINIMUM STANDARD FOR TEMPORARY ELECTRICAL SERVICE



(DIMENSIONS ARE APPROXIMATE)

A. The backboard for temporary service shall consist of not less than 1/2 inch plywood of exterior grade.

B. Numbers above correspond to the item below:

Item 1 - NEMA 3R circuit breaker type panelboard. This panelboard shall consist of 1 two-pole 60 amp main circuit breaker, 4\* one pole 20 AMP branch circuit breakers, and 1\* two pole 20 AMP branch circuit breaker. Breakers shall meet Federal Specifications Standards for Class 1A breakers and shall be plug-in type. (\*Number of breakers to be adjusted to suit the job requirements.)

Item 2 - Duplex grounding type convenience outlets in standard utility type outlet boxes with covers, meeting the NEC and NEMA requirements for wet locations. Connections to the branch circuit breakers shall be grounded by two conductors #12 NMC cable.

Item 3 - (Optional) A single three-conductor grounding type outlet rated for 250 volt service meeting the NEC and NEMA requirements for wet locations. Connections from this outlet to the two pole breaker shall be by two conductor grounded type NMC cable.

Item 4 - 3/4 inch PVC. This shall be used to support extension cords.

Item 5 - NEMA 3R service disconnect safety switch - 60 amp minimum.

C. The panelboard shall be grounded by #6 copper wire connected to a 3/4 inch by 10-foot long ground rod.

D. Service to the panel shall consist of three copper conductor #6 minimum service entrance cable. This cable may enter the top or side of the panelboard.



E. Periodic inspections of systems and devices will be made by the Contractor at intervals not to exceed 1 week, and a report will be submitted indicating the results.

F. All receptacle outlets that provide temporary electrical power during construction, remodeling, maintenance, repair, or demolition shall have ground-fault circuit-interrupter (GFCI) protection for personnel. GFCI protection shall be provided on all circuits serving portable electric hand tools or semi-portable electric power tools (such as block/brick saws, table saws, air compressors, welding machines, and drill presses). See EM 385-1-1 for exceptions.

G. Per EM 385-1-1 all temporary power distribution systems shall be submitted to the field office before installation.

## ACTIVITY HAZARD ANALYSIS

1. Phase of Construction		
2. Location	3. Contract No.	4. Project
5. Prime Contractor	6. Date of Preparatory	7. Estimated Start Date
Potential Safety Hazard	Procedure to Control Hazard	
8. Contractor's Representative (signature)	9.	

## SAFETY CHECKLIST FOR CRAWLER, TRUCK & WHEEL MOUNTED CRANES

Contract # and title:			
Equipment name & number: owned or leased?			
Contractor:	Subcontractor:		
Contract Inspector:	Date inspected:		
	Yes	No	N/A
1. Unless the manufacture has specified an on-rubber rating, outriggers will be fully extended and down? (16.D.10)			
2. Are lattice boom cranes equipped with a boom angle indicator, load indicating device, or a load moment indicator? (16.D.01)			
3. Are lattice boom and hydraulic cranes equipped with a means for the operator to visually determine levelness? (16.D.02)			
4. Are lattice boom and hydraulic cranes, except articulating booms cranes, equipped with drum rotation indicators located for use for the operator? (16.D.03)			
5. Are lattice boom and hydraulic mobile cranes equipped with a boom angle or radius indicator within the operator's view? (16.D.04)			
6. Are lattice boom cranes, with exception of duty cycle cranes, equipped with an anti-two blocking device? (16.D.05)			
7. When duty cycle machines are required to make a non-duty lift, is the crane equipped with an international orange warning device and is a signal person present? (16.D 05)			
8. Are the following with the crane at all times: (16.C.02) <ul style="list-style-type: none"> <li>a. the manufacturer's operating manual?</li> <li>b. the load rating chart?</li> <li>c. the crane's log book documenting use, maintenance, inspections and tests?</li> <li>d. operating manual for crane operator aids used on the crane.</li> </ul>			

	Yes	No	N/A
9. Are the following on the project site: a. completed periodic inspection report prior to initial work? (16.C.12) b. pre-operational checklist used for daily inspection? (16.C.12) c. written reports of the operational performance test? (16.C.13) d. written reports of the load performance test? (16.C.13)			
10. Are all operators physically qualified to perform work? (16.C.05)			
11. Are all operators qualified by written and practical exam or by appropriate licensing agency for the type crane they are to operate? (16.C.05)			
12. Is the crane designed and constructed IAW the standards listed in Table 16-1? (16.C.06)			
13. Is a hazard analysis for set-up and set-down available? (16.C.08)			
14. Are accessible areas within the swing radius of the rear of the crane barricaded? (16.C.09)			
15. Are there at least 3 wraps of cable on the drum? (16.C.10)			
16. Are the hoisting ropes installed IAW the manufacturer's recommendations? (16.C.10)			
17. Are critical lift plans available? (16.C.18)			
18. Are minimum clearance distance for high voltage lines posted at the operator's position? (11.E.04)			
19. Do older lattice boom cranes with anti-two block warning devices in lieu of anti-two block prevention devices have a written exemption? (16.D.05)			
20. Is the slow moving emblem used on all vehicles which by design move at 25 MPH or less on public roads? (08.A.04)			
21. Are all vehicles which will be parked or moving slower than normal traffic on haul roads equipped with a yellow flashing light or flasher visible from all directions? (16.A.13)			

	Yes	No	N/A
22. Is all equipment to be operated on public roads provided with: (16A.07) a. headlights? b. brake lights? c. taillights? d. back-up lights? e. front and rear turn signals?			
23. Are seat and seat belts provided for the operator and each rider on equipment? (16.A.07 and 16.B.08)			
24. Is all equipment with windshields equipped with powered wipers and defogging or defrosting devices? (16.A.07)			
25. Is the glass in the windshield or other windows clear and unbroken to provide adequate protection and visibility for the operator? (16.A.07, 16.B.10)			
26. Is all equipment equipped with adequate service brake system and emergency brake system? (16.A.18)			
27. Are areas on equipment where employees walk or climb equipped with platforms, footwalks, steps, handholds, guardrails, toeboards and non-slip surfaces? (16.B.03)			
28. Is all self propelled equipment equipped with automatic, audible, reverse signal alarms? (16.B.01)			
29. Is there a record of manufacturer's approval of any modification of equipment which affects its capacity or safe operation? (16.A.18)			
30. Are truck and crawler cranes attached to a barge or pontoon by a slack tiedown system? (16.F.06)			
31. Have the following conditions been met for land cranes mounted on barges or pontoons: (16.F.04) a. Have load ratings been modified to reflect the increased loading from list, trim, wave, and wind action? b. Are all deck surfaces above the water? c. Is the entire bottom area of the barge or pontoon submerged? d. Are tie downs available? e. Are cranes blocked and secured?			
32. Are all belts, gears, shafts, spindles, drums, flywheels, or other rotating parts of equipment guarded where is a potential for exposure to workers? (16.B.03)			

	Yes	No	N/A
33. Is the area where the crane is to work level, firm and secured? (16.A.10)			
34. Is a dry chemical or carbon dioxide fire extinguisher rated at least 5-B:C on the crane? (16.A.26)			
35. Are trucks, for truck mounted cranes, equipped with a working reverse signal alarm? (16.B.01)			
36. Is a signal person provided where there is danger from swinging loads, buckets, booms, etc.? (16.B.13)			
37. Is there adequate clearance from overhead structures and electrical sources for the crane to be operated safely? (16.C.09)			
38. Is there adequate lighting for night operations? (16.C.19)			
39. Has the the boom stop test on cable-supported booms been performed? (16.D.06)			
40. Is the boom disenaging device functioning as required? (16.D.06)			
41. Has all rigging and wire rope been inspected? (Section 15)			
Remarks:(Enter actions taken for all "no" answers.)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

SAFETY CHECKLIST FOR PORTAL, TOWER, AND PILLAR CRANES			
Contract # and Title:			
Equipment name & number: owned or leased?			
Contractor:		Subcontractor:	
Contract Inspector:		Date Inspected:	
	Yes	No	N/A
1. Are the following available: (16.E.02) a. written erection instructions? b. listing of the weight of each component? c. an activity hazard analysis for the erection? d. does the activity hazard analysis contain (1.) location of crane and adjacent structures? (2.) foundation design and construction requirements? (3.) clearance and bracing requirements?			
2. Is there a boom angle indicator within the operator's view? (16.E.04)			
3. Are luffing jib cranes equipped with: (16.E.05) a. shock absorbing jib stops? b. jib hoist limit switch? c. jib angle indicator visible to operator?			
4. If used, do rail clamps have slack between the point of attachment to the rail and the end fastened to the crane? (16E.06)			
5. Are the following with the crane at all times: (16.C.02) a. the manufacturer's operating manual? b. the load rating chart? c. the crane's log book documenting use, maintenance, inspections and tests? d. the operating manual for crane operational aids used on the crane?			

	Yes	No	N/A
6. Are the following on the project site: a. completed periodic inspection report prior to initial work? (16.C.12) b. pre-operational checklist used for daily inspections? (16.C.12) c. written reports of the operational performance tests? (16.C.13) d. written reports of the load performance tests? (16.C.13)			
7. Is every crane operator certified by a physician to be physically qualified to perform work? (16.C.05)			
8. Are all operators qualified by written and practical exam or by appropriate licensing agency for the type crane they are to operate? (16.C.05)			
9. Is the crane designed and constructed IAW the standards listed in Table 16-1? (16.C.05)			
10. Is a hazard analysis for set-up and set-down available? (16.C.08)			
11. Are there at least 3 wraps of cable on the drum? (16.C.10)			
12. Are the hoisting ropes installed IAW the manufacturer's recommendations? (16.C.10)			
13. Is there a record of manufacturer's approval of any modification of equipment which affects its capacity or safe operation? (16.A.07)			
5. Remarks: (Enter actions taken)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			



SAFETY CHECKLIST FOR RIGGING			
Contract # and title:			
Equipment name & number: owned or leased?			
Contractor		Subcontractor:	
Contractor inspector:		Date inspected:	
	Yes	No	N/A
1. Has all defective rigging been removed? (15.A.01)			
2. Is rigging stored properly? (15.A.01)			
3. Are running lines within 6.5' of the ground or working level guarded? (15.A.03)			
4. Are all eye splices made in an approved manner with rope thimbles? (sling eyes excepted) (15.A.04)			
5. Are positive latching devices used to secure loads? (15.A.05)			
6. Are all custom lifting accessories marked to indicate their safe working loads? (15A.07)			
7. Are all custom designed lifting accessories proof-tested to 125% of their rated load? (15.A.07)			
8. Are the following conditions met for wire rope: (15.B.01-09)			
a. Are they free of rust or broken wires?			
b. Are defective ropes cut up or marked as unusable?			
c. Do rope clips attached with U-bolts have the U-bolts on the dead end or short end of the rope?			
d. Are protruding ends of strands in splices on slings and bridles covered or blunted?			
e. Except for eye splices in the end of wires and for all endless wire rope slings, are all wire ropes used in hoisting, lowering, or pulling loads one continuous piece, free of knots or splices?			

<p>f. Do all eye splices have at least 5 full tucks?</p> <p>g. If used, are wedge sockets fastening attached without attached the dead end of the wire rope to the live rope?</p> <p>h. Are they free of eyes or splices formed by wire rope clips or knots?</p>	Yes	No	N/A
<p>9. Are the following conditions met for chain? (15.C.01-04)</p> <p>a. Are all chains alloyed?</p> <p>b. Do all coupling links or other attachments have rated capacities at least equal to that of the chain.</p> <p>c. Are makeshift fasteners restricted from use?</p>			
<p>10. Are the following conditions met for fiber rope: (15.D.01-07)</p> <p>a. Are all ropes protected from freezing, excessive heat or corrosive materials?</p> <p>b. Are all ropes protected from abrasion?</p> <p>c. Are splices made IAW manufacture's recommendations?</p> <p>d. Do all eye splices in manila rope contain at least 3 full tucks and do all short splices contain at least 6 full tucks (3 on each side of the centerline of the splice)?</p> <p>e. Do all splices in layed synthetic fiber rope contain at least 4 full tucks and do short splices contain at least 8 full tucks ( 4 on each side of the centerline of the splice)?</p> <p>f. Do the tails of fiber rope splices extend at least 6 rope diameters (for rope 1" diameter or greater) past the last full tuck?</p> <p>g. Are all eye splices large enough to provide an included angle of not greater than 60° at the splice when the eye is placed over the load or support?</p>			
<p>11. Are the following conditions met for all slings: (15.E.01-06)</p> <p>a. Is protection provided between the sling and sharp surfaces?</p> <p>b. Do all rope slings have minimum clear length of 40 times the diameter of component ropes between each end fitting or eye splice?</p> <p>c. Do all braided slings have a minimum clear length of 40 times the diameter of component ropes between each end fitting or eye splice?</p>			

<p>d. Do all welded alloy steel chain slings have affixed permanent identification stating size, grade, rated capacity and manufacturer?</p> <p>e. Is each synthetic web sling marked or coded to identify its manufacturer, rated capacities for each type hitch and the type material?</p>	Yes	No	N/A
12. Are drums, sheaves, and pulley smooth and free of surface defects? (15.F.01)			
13. Is the ratio of the diameter of the rigging and the drum, block sheave or pulley thread diameter such that the rigging will adjust without excessive wear, deformation, or damage? (15F.02)			
14. Have all damaged drums, sheaves and pulleys been removed from service? (15.F.04)			
15. Are all connections, fittings, fastenings, and attachments of good quality, proper size and strength, and installed IAW manufacturer's recommendations? (15.F.05)			
16. Are all shackles and hooks sized properly? (15.F.06 & .07)			
17. Are hoisting hooks rated at 10 tons or greater provided with safe handling means? (15.F.07)			
18. Do all drums have sufficient rope capacity? (15.F.08)			
19. Is the drum end of the rope anchored by a clamp securely attached to the drum in a manner approved by the manufacturer? (15.F.08)			
20. Do grooved drums have the correct groove pitch for the diameter of the rope and is the groove depth correct? (15.F.08)			
21. Do the flanges on grooved drums project beyond the last layer of rope at a distance of either 2" or twice the diameter of the rope, whichever is greater? (15.F.08)			
22. Do the flanges on ungrooved drums project beyond the last layer of rope a distance of either 2.5" or twice the diameter of the rope, which ever is greater.			

23. Are the sheaves compatible with the size of rope used and as specified by the manufacture? (15F.09)	Yes	No	N/A
24. Are sheaves properly aligned, lubricated, and in good condition? (15.F.09)			
25. When rope is subject to riding or jumping off a sheave, are sheaves equipped with cablekeepers? 915.F.09)			
26. Are eye bolts loaded in the plane of the eye and at angles less than 45* to the horizontal? (15.F.10)			
27. Remarks: (Enter actions taken for "no" answers.)			
Contractor inspector signature			
Contractor QC/safety/project manager signature			

## SAFETY CHECKLIST FOR MOTOR VEHICLES , TRAILERS AND TRUCKS

Contract # and title:  
owned or leased?

Equipment name & number:

Contractor:

Subcontractor:

Contractor inspector:

Date inspected:

	Yes	No	N/A
1. Are records of safety inspections of all vehicles available? (18.A.02)			
2. Are all vehicles to be operated between sunset and sunrise equipped with: (18.A.04) a. 2 headlights? b. taillights and brake lights? c. front and back turn signals? d. 3 emergency flares, reflective markers, or equivalent portable warning devices?			
3. Are vehicles, except trailers or semi-trailers having a gross weight of 5000 lbs or less, equipped with service brakes and manually operated parking brakes? (18.A.05)			
4. Are service brakes on trailers and semitrailers controlled from the driver's seat of the prime mover? (18A.06)			
5. Does the vehicle have: (18.A.06) a. a speedometer? b. a fuel gage? c. an audible warning device (horn)? d. a windshield & adequate windshield wiper? e. an operable defroster and defogging device? f. an adequate rearview mirror? g. a cab, cab shield, and other protection to protect the driver from the elements and falling or shifting materials? h. non-slip surfaces on steps? I. a power-operated starting device?			

	Yes	No	N/A
6. Is all the glass safety glass and is all broken or cracked glass replace? (18.A.07)			
7. Do trailers meet the following: (18A.08) <ul style="list-style-type: none"> <li>a. Are all towing devices adequate for the weight drawn?</li> <li>b. Are all towing devices properly mounted?</li> <li>c. Are locking devices or a double safety system provided on every 5th wheel mechanism and tow bar arrangement to prevent accidental separation?</li> <li>d. Are trailers coupled with safety chains or cables to the towing vehicle?</li> <li>e. Are trailers equipped with the power brakes equipped with a break-away device which will lock-up the brakes in the event the trailer separates from the towing vehicle?</li> </ul>			
8. Are all dump trucks:(18.A.10) <ul style="list-style-type: none"> <li>a. equipped with a holding device to prevent accidental lowering of the body?</li> <li>b. equipped with a hoist lever secured to prevent accidental starting or tipping?</li> <li>c. equipped with means to determine (from the operator's position) if the dump box is lowered?</li> <li>d. equipped with trip handles for tailgates that allow the operator to be clear?</li> </ul>			
9. Are all buses, trucks and combination of vehicles with a carrying capacity of 1.5 tons or more, to be operated on public roads equipped with: (18.A.11) <ul style="list-style-type: none"> <li>a. 3 reflective markers?</li> <li>b. 2 wheel chocks for each vehicle?</li> <li>c. at least one 2A:10B:C fire extinguisher?</li> <li>d. at least two properly rated fire extinguishers (for vehicles carrying flammable cargo)?</li> <li>e. a red flag not less than 1 foot square.</li> </ul>			
10. Is vehicle exhaust controlled so as not to present a hazard to personnel? (18.A.13)			
11. Are all rubber tired motor vehicles equipped with fenders or with mud flaps if the vehicle is not designed for fenders? (18.A.14)			

	Yes	No	N/A
12. Are all vehicles, except buses, equipped with seat belts? (18.B.02)			
13. Does all self-propelled construction and industrial equipment have a working reverse signal alarm? (16.B.01)			
14. Are all hot surfaces of equipment, including exhaust pipes or other lines, guarded or insulated to prevent injury or fire? (16.B.03)			
15. If an off the road vehicle, is it equipped with rollover protective structures? (16.B.12)			
16. Remarks: (Enter actions taken for "no" answers)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

## SAFETY CHECKLIST FOR CRAWLER TRACTORS AND DOZERS

Contract # and title:			
Equipment name & number: owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
	Yes	No	N/A
1. Are initial and daily/shift inspection records available? (16.A.01& .02)			
2. Are only qualified operators assigned to operate mechanized equipment? (16.A.04)			
3. Are sufficient lights provided for night operations? (16.A.11)			
4. Is the unit shut down before refueling? (16.A.14)			
5. Does the unit have as a minimum a 5-B:C fire extinguisher? (16.A.26)			
6. Is there an effective, working reverse alarm? (16.B.01)			
7. Are moving parts, shafts, sprockets, belts, etc., guarded? (16.B.03 ,07, and 13)			
8. Is protections against hot surfaces, exhausts, etc., provided? (16.B.03 and .13)			
9. Are fuel tanks located in a manner to prevent spills or overflows from running onto engine exhaust or electrical equipment?			



10. Are exhaust discharges directed so they do not endanger person or obstruct operator vision?(16.B.05)	Yes	No	N/A
11. Are seat belts provided? (16B.08)			
12. Is protection (grills, canopies, screens) provided to shield operator from falling or flying objects? (16.B.10 and .11)			
13. Is roll over protection provided? (16.B.12)			
14. Remarks: (Enter actions taken for "no" answers)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

## SAFETY CHECKLIST FOR SCRAPERS, MOTOR GRADERS, AND OTHER MOBILE EQUIPMENT

Contract # and title:			
Equipment name and number: owned or leased?			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
	Yes	No	N/A
1. Are initial and daily/shift inspection records available? (16.A.01 & .02)			
2. Are only qualified operators assigned to operate equipment? (16.A.04)			
3. Are sufficient lights provided for night operations? (16.A.11)			
4. Does the unit have as a minimum a 5-B:C fire extinguisher? (16.A.26)			
5. Is there an effective working reverse alarm? (16.B.01)			
6. Is the unit shut down for refueling? (16.A.14)			
7. Are moving parts, shafts, sprockets, belts, etc., guarded? (16.B.03, .07 and .13)			
8. Is protection against hot surfaces, exhausts, etc., provided? (16.B.03 and .13)			
9. Are fuel tanks located in a manner to prevent spills or overflow from running onto engine exhaust or electrical equipment? (16.B.04)			
10. Are exhaust discharges directed so they do not endanger persons or obstruct operator vision? (16.B.05)			

	Yes	No	N/A
11. Are seat belts provided for each person required to ride on the equipment? (16.B.08)			
12. Is protection (grills, canopies, screens) provided to shield operators from falling or flying objects? (16.B.10 and .11)			
13. Is roll over protection provided? (16.B.12)			
14. Is a safe means of access to the cab provided (steps, grab bars, non-slip surfaces)? (16.B.03)_			
15. Are adequate head and tail lights provided? (16.A.07)			
16. Have brakes been tested and found satisfactory? (16.A.07)			
17. Does the unit have an emergency brake which will automatically stop the equipment upon brake failure? Is this system manually operable from the drivers position? (16.A.07)			
18. Is all equipment with windshields equipped with powered wipers and defogging or defrosting system? (16.A.07)			
19. Are all vehicles which will be parked or moving slower than normal traffic on haul roads equipped with a yellow flashing light or flasher visible from all directions? (16.A.13)			
20. Is the slow moving emblem used on all vehicles which by design move at 25 MPH or less on public roads? (08A.04)			

21. Have air tanks been tested and certified? (20.A.01)	Yes	No	N/A
22. Is an air pressure gage in working condition installed on the unit? (20.A.12)			
23. Does the air tank have an accessible drain valve? (20.B.17)			
24. Remarks: (Enter action taken for all "no" answers)			
Contractor inspector signature			
Contractor QC/safety officer/project manager			

SAFETY CHECKLIST FOR MATERIAL HOISTS			
Contract # and title:			
Equipment name & number:			
Contractor:		Subcontractor:	
Contract Inspector:		Date inspected:	
	Yes	No	N/A
1. Are all hoist towers, masts, guys or braces, counterweights, drive machinery supports, sheave supports, platforms, supporting structures, and accessories designed by a licensed engineer? (16.K.02)			
2. Is a copy of the hoist operating manual available? (16.K.04)			
3. Do all floors and platforms have slip-resistant surfaces? (16.K.08)			
4. Are landings and runways adequately barricaded and is overhead protection provided where needed? (16.K.08)			
5. Are hoisting ropes installed IAW manufacturer's instructions? (16.K.10)			
6. Are operating rules posted at the hoist operator's station? (16.K.14)			
7. Are air powered hoists connected to an air supply of sufficient capacity and pressure to safely operate the hoist? (16.K.15)			
8. Are pneumatic hoses secured by some positive means to prevent accidental disconnection? (16.K.15)			
9. Remarks: (Enter actions taken for all "no" answers.)			
Contractor inspector signature			
Contractor QC/safety officer/project manager signature			

## SAFETY CHECKLIST FOR EARTH DRILLING EQUIPMENT

Contract # and title:			
Equipment name & number:			
Contractor:		Subcontractor:	
Contractor inspector:		Date inspected:	
	Yes	No	N/A
1. Is a copy of the manual for all drilling equipment available? (16.M.01)			
2. Have all overhead electrical hazards and potential ground hazards been identified in a site layout plan and addressed in an activity hazard analysis? (16.M.02)			
3. Are MSDSs for all drilling fluids available? (16.M.05)			
4. Does the drilling equipment have 2 easily accessible emergency shut down devices (one for the operator and one for the helper)? (16.M.06)			
5. Is the equipment posted with a warning of electrical hazards? (16.M.06)			
6. Is there a spotter or an electrical proximity warning device available to ensure safe distances from power lines are maintained? (16.M.06)			
7. Remarks: (Enter actions taken for "no" answers)			
Contractor inspector signature			
Contractor QC/safety officer/project manager			



## INSTRUCTIONS

1. Section I will be initiated by the Contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; on resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
4. Submittals requiring expeditious handling will be submitted on a separate form.
5. Separate transmittal form will be used for submittals under separate sections of the specifications.
6. A check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications--also, a written statement to that effect shall be included in the space provided for "Remarks".
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I, column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g, to each item submitted.

### THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

- |   |   |
|---|---|
| A -- Approved as submitted.   | E -- Disapproved (See attached).  |
| B -- Approved, except as noted on drawings.   | F -- Receipt acknowledged.  |
| C -- Approved, except as noted on drawings.<br>Refer to attached sheet resubmission required. | FX -- Receipt acknowledged, does not comply<br>as noted with contract requirements. |
| D -- Will be returned by separate correspondence.   | G -- Other ( <i>Specify</i> )   |

10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

*(Reverse of ENG Form 4025-R)*





<b>TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY</b>														Form Approved OMB No. 0704-0188			
PAGE                      OF                      PAGES																	
Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, Va 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.																	
1. <b>FROM</b> (Installation/Activity/Service and Zip code)			2. OPERATING UNIT		3. DISTRICT CODE		4. OPERATING AGENCY		5. DATE		6. JOB NUMBER		7. SERIAL NUMBER		8. CONTRACT NUMBER		
9. <b>TO</b> (Installation/Activity/Service and Zip code)			10. OPERATING UNIT		11. DISTRICT CODE		12. OPERATING AGENCY		13. ACCOUNTING NUMBER		14. ACCOUNTABLE OFFICE NUMBER		15. TYPE OF TRANSACTION <div style="display: flex; justify-content: space-between; font-size: x-small;"> <div>A. <input type="checkbox"/> NEW CONSTR. <input type="checkbox"/> EXISTING FAC. <input type="checkbox"/> CAPITAL IMP. <input type="checkbox"/> OTHER (Specify)</div> <div>B. <input type="checkbox"/> BENF/O <input type="checkbox"/> PHYSICAL COM. <input type="checkbox"/> FINAN. COM. <input type="checkbox"/> OTHER (Specify)</div> </div>			16. PROJECT NUMBER	
ITEM NO. 17	CATEGORY CODE 18	FACILITY (Category description) 19			NO. OF UNITS 20	TYPE 21	UNIT OF MEAS. 22	TOTAL QUANTITY 23		COST 24		DRAWING NUMBERS 25		REMARKS 26			
27.								28. ACCEPTED BY (Signature)						DATE			
TRANSFERRED BY (Signature)						DATE		TITLE (Post Engr./Base Civ. Engr./Navy Rep.)						29. PROPERTY VOUCHER NUMBER			
TITLE (Area Engr./Base Engr./DPWO)																	

30.

CONSTRUCTION DEFICIENCIES

31. REMARKS

INSTRUCTIONS

This form has been designed and issued for use in connection with the transfer of military real property between the military departments and to or from other government agencies. It supersedes ENG Forms 290 and 290B (formerly used by the Army and Air Force) and NAVDOCKS Form 2317 (formerly used by the Navy).

Existing instructions issued by the military departments relative to the preparation of the three superseded forms are applicable to this form to the

extent that the various items and columns on the superseded forms have been retained. Additional instructions, as appropriate, will be promulgated by the military departments in connection with any new items appearing hereon.

With the issuance of this DD form, it is not intended that the departments shall revise and reprint manuals and directives simply to show the number of this DD form. Such action can be accomplished through the normal course of revision for other reasons.

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by  
OM  
0348-0046

[illegible]

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individuals(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by  
OM  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

# REAL PROPERTY INVENTORY

ITEM	TALLY	TOTAL
COMMODOES		
LAVATORIES		
URINALS		
EXHAUST FAN (9")		
EXHAUST FAN (OTHER)		
WATER COOLER		
HOTWATER HEATER		
MOP SINK		
AC PLANT	LS 5 TN.                      5-25 TN.                      25-100 TN.                      OVER 100 TN.	
AS (WINDOW TYPE)		
FIRE ALARM SYSTEM	MANUAL                      HALON                      SPRINKLER	
EMERGENCY LIGHTS		
UNIT HEATER		
STRIP HEATER		
COOLING TOWER		
WALK-IN COOLER		
AIR CURTAIN		
EYE WASH		
SHOWERS		
BOILER	GAS FIRED                      OIL FIRED                      STEAM	
FUEL TANK	UNDERGROUND                      OUTSIDE	

## REAL PROPERTY INVENTORY

ITEM	TALLY	TOTAL
WASH BASIN		
AIR COMPRESSOR		
HOISTS		
INVENTORY BY:		DATA:
RECONCILED BY:		DATA:



# REAL PROPERTY INVENTORY

[illegible]

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**09/99**

PART 1 GENERAL

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1.2 ORDERING INFORMATION

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CEGS-01090 (December 1999)

SECTION 01090

SOURCES FOR REFERENCE PUBLICATIONS  
**09/99**

PART 1 GENERAL

1.1 REFERENCES

Various publications are referenced in other sections of the specifications to establish requirements for the work. These references are identified in each section by document number, date and title. The document number used in the citation is the number assigned by the sponsoring organization, e.g.

ASTM B 564 Nickel Alloy Forgings. However, when the sponsoring organization has not assigned a number to a document, an identifying number has been assigned for reference purposes.

1.2 ORDERING INFORMATION

The addresses of the organizations whose publications are referenced in other sections of these specifications are listed below, and if the source of the publications is different from the address of the sponsoring organization, that information is also provided. Documents listed in the specifications with numbers which were not assigned by the sponsoring organization should be ordered from the source by title rather than by number.

ACI INTERNATIONAL (ACI)

P.O. Box 9094  
Farmington Hills, MI 48333-9094  
Ph: 248-848-3700  
Fax: 248-848-3801  
Internet: <http://www.aci-int.org>  
AOK6/99

ACOUSTICAL SOCIETY OF AMERICA (ASA)

500 Sunnyside Blvd.  
Woodbury, NY 11797  
Ph: 516-576-2360  
Fax: 516-576-2377  
email: [asa@aip.org](mailto:asa@aip.org)  
Internet: <http://asa.aip.org>  
AOK6/99

AGRICULTURAL MARKETING SERVICE (AMS)

Seed Regulatory and Testing Branch  
USDA, AMS, LS Div.  
Room 209, Bldg. 306, BARC-East  
Beltsville, MD 20705-2325  
Ph: 301-504-9430  
Fax: 301-504-5454 Internet: <http://www.ams.usda.gov/lsg/ls-sd.htm>

e-mail: james\_p\_triplett@usda.gov  
AOK6/99

AIR CONDITIONING AND REFRIGERATION INSTITUTE (ARI)

4301 North Fairfax Dr., Suite 425  
ATTN: Pubs Dept.  
Arlington, VA 22203  
Ph: 703-524-8800  
Fax: 703-528-3816  
E-mail: ari@ari.org  
Internet: www.ari.org  
AOK6/99

AIR CONDITIONING CONTRACTORS OF AMERICA (ACCA)

1712 New Hampshire Avenue, NW  
Washington, DC 20009  
Ph: 202-483-9370  
FAX: 202-232-8545  
AOK6/99

AIR DIFFUSION COUNCIL (ADC)

104 So. Michigan Ave., No. 1500  
Chicago, IL 60603  
Ph: 312-201-0101  
Fax: 312-201-0214

AIR MOVEMENT AND CONTROL ASSOCIATION (AMCA)

30 W. University Dr.  
Arlington Heights, IL 60004-1893  
Ph: 847-394-0150  
Fax: 847-253-0088  
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ALUMINUM ASSOCIATION (AA)

900 19th Street N.W.  
Washington, DC 20006  
Ph: 202-862-5700  
Fax: 202-862-5164  
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Internet: www.aluminum.org

AMERICAN ARCHITECTURAL MANUFACTURERS ASSOCIATION (AAMA)

1827 Walden Ofc. Sq.  
Suite 104  
Schaumburg, IL 60173-4268  
Ph: 847-303-5664  
Fax: 847-303-5774  
Internet: www.aamanet.org  
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AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS  
(AASHTO)

444 N. Capital St., NW, Suite 249  
Washington, DC 20001  
Ph: 800-231-3475 202-624-5800  
Fax: 800-525-5562 202-624-5806  
Internet: [www.aashto.org](http://www.aashto.org)  
NOTE: AASHTO documents with numbers beginning with M or T are  
available only in Standard Specifications for Transportation  
Materials and Methods of Sampling and Testing, 1998 @\$289.00\X  
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AMERICAN ASSOCIATION OF TEXTILE CHEMISTS AND COLORISTS (AATCC)

P.O. Box 12215  
1 Davis Drive  
Research Triangle Park, NC 27709-2215  
Ph: 919-549-8141  
Fax: 919-549-8933  
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AMERICAN BEARING MANUFACTURERS ASSOCIATION (AFBMA)

1200 19th Street, NW, Suite 300  
Washington, DC 20036-2422  
Ph: 202-429-5155  
Fax: 202-828-6042  
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AMERICAN BOILER MANUFACTURERS ASSOCIATION (ABMA)

1200 19th Street, NW, Suite 300, Washington, DC 20036  
Ph: 202-429-5155 Fax: 202-828-6042  
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AMERICAN CONCRETE PIPE ASSOCIATION (ACPA)

222 West Las Colinas Blvd., Suite 641  
Irving, TX 75039-5423  
Ph: 972-506-7216  
Fax: 972-506-7682  
Internet: <http://www.concrete-pipe.org>  
e-mail: [info@concrete-pipe.org](mailto:info@concrete-pipe.org)  
AOK6/99

AMERICAN CONFERENCE OF GOVERNMENTAL INDUSTRIAL HYGIENISTS (ACGIH)

1330 Kemper Meadow Dr.  
Suite 600  
Cincinnati, OH 45240  
Ph: 513-742-2020  
Fax: 513-742-3355  
Internet: [www.acgih.org](http://www.acgih.org)  
E-mail: [pubs@acgih.org](mailto:pubs@acgih.org)  
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AMERICAN FOREST & PAPER ASSOCIATION (AF&PA)

American Wood Council  
ATTN: Publications Dept.

1111 Nineteenth St. NW, Suite 800  
Washington, DC 20036  
Ph: 800-294-2372  
Fax: 202-463-2785  
Internet: <http://www.afandpa.org>  
Order From: American Wood Council  
P.O. Box 5364  
Madison, WI 53705-5364  
Ph: 800-890-7732  
Fax: 608-231-2152  
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AMERICAN GAS ASSOCIATION (AGA)

Order from: AGA Distribution Center

400 N. Capitol St. N.W.  
Washington, D.C. 20001  
Ph: 202-824-7000  
Fax: 202-824-7115  
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AMERICAN GAL ASSOCIATION BABORATORIES (AGAL)

Address  
Ph:  
Fax:  
Internet:

AMERICAN GEAR MANUFACTURERS ASSOCIATION (AGMA)

1500 King St., Suite 201  
Alexandria, VA 22314-2730  
Ph: 703-684-0211  
Fax: 703-684-0242  
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AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

One East Wacker Dr., Suite 3100  
Chicago, IL 60601-2001  
Ph: 312-670-2400  
Publications: 800-644-2400  
Fax: 312-670-5403  
Internet: <http://www.aiscweb.com>  
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AMERICAN INSTITUTE OF TIMBER CONSTRUCTION (AITC)

7012 So. Revere Parkway, Suite 140  
Englewood, CO 80112  
Ph: 303-792-9559  
Fax: 303-792-0669  
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AMERICAN IRON AND STEEL INSTITUTE (AISI)

ATTN: Publication Orders  
P.O. Box 4321

Chestertown, MD 21690  
Ph: 800-277-3850  
Fax: 410-810-0910  
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AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

11 West 42nd St  
New York, NY 10036  
Ph: 212-642-4900  
Fax: 212-398-0023  
Internet: [www.ansi.org/](http://www.ansi.org/)  
Note: Documents beginning with the letter "S" can be ordered from:  
Acoustical Society of America  
P. O. Box 1020  
Sweickley, PA 15143-9998  
Ph: 412-741-1979  
Fax: 412-741-0609  
Internet:  
AOK6/99

AMERICAN NURSERY AND LANDSCAPE ASSOCIATION (ANLA)

1250 I St., NW, Suite 500  
Washington, DC 20005  
Ph: 202-789-5980 Ext 3019  
FAX: 202-789-1893  
AOK6/99

AMERICAN PETROLEUM INSTITUTE (API)

1220 L St., NW  
Washington, DC 20005-4070  
Ph: 202-682-8000  
Fax: 202-962-4776  
Internet: <http://www.api.org>  
AOK6/99

AMERICAN RAILWAY ENGINEERING & MAINTENANCE-OF-WAY ASSOCIATION  
(AREMA)

8201 Corporate Dr., Suite 1125  
Landover, MD 20785  
Ph: 301-459-3200  
Fax: 301-459-8077  
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AMERICAN SOCIETY FOR NONDESTRUCTIVE TESTING (ASNT)

1711 Arlingate Lane  
P.O. Box 28518  
Columbus, OH 43228-0518  
Ph: 800-222-2768  
Fax: 614-274-6899  
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AMERICAN SOCIETY FOR QUALITY (ASQ)

611 East Wisconsin Ave.



P.O. Box 3005  
Milwaukee, WI 53201-3005  
Ph: 800-248-1946  
Fax: 414-272-1734  
Internet: <http://www.asq.org>  
AOK6/99

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

100 Barr Harbor Drive  
West Conshohocken, PA 19428-2959  
Ph: 610-832-9585  
Fax: 610-832-9555  
Internet: [www.astm.org](http://www.astm.org)  
NOTE: The annual ASTM Book of Standards (66 Vol) is  
available for \$3500.00. Prices of individual standards vary.  
AOK6/99

AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)

1801 Alexander Bell Drive  
Reston, VA 20190-4400  
Ph: 703-295-6300  
Fax: 703-295-6222  
Internet: [www.pubs.asce.org](http://www.pubs.asce.org)  
e-mail: [marketing@asce.org](mailto:marketing@asce.org)  
AOK6/99

AMERICAN SOCIETY OF HEATING, REFRIGERATING AND AIR-CONDITIONING  
ENGINEERS (ASHRAE)

1791 Tullie Cir., NE  
Atlanta, GA 30329  
Ph: 800-527-4723 or 404-636-8400  
Fax: 404-321-5478  
Internet: <http://www.ashrae.org>  
AOK6/99

AMERICAN SOCIETY OF SANITARY ENGINEERING FOR PLUMBING AND SANITARY  
RESEARCH (ASSE)

28901 Clemens Rd, Ste 100  
Westlake, OH 44145  
Ph: 440-835-3040  
Fax: 440-835-3488  
E-mail: [asse@ix.netcom.com](mailto:asse@ix.netcom.com)  
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AMERICAN WATER WORKS ASSOCIATION(AWWA)

6666 West Quincy  
Denver, CO 80235  
Ph: 800-926-7337  
Fax: 303-795-2114  
Internet: [www.awwa.org](http://www.awwa.org)  
AOK6/99

AMERICAN WELDING SOCIETY (AWS)

550 N.W. LeJeune Road  
Miami, FL 33126  
Ph: 800-443-9353  
Fax: 305-443-7559  
Internet: <http://www.amweld.org>  
AOK6/99

AMERICAN WOOD-PRESERVERS' ASSOCIATION (AWPA)

3246 Fall Creek Highway, Suite 1900  
Grandbury, TX 76049-7979  
Ph: 817-326-6300  
Fax: 817-326-6306  
NOTE: AWPB Book of Standards is published yearly @\$75.00;  
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SECTION 01312A

QUALITY CONTROL SYSTEM (QCS)  
08/02

1.1 GENERAL

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. The Contractor module, user manuals, updates, and training information can be downloaded from the RMS web site. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Import/Export of Data

1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01320A, PROJECT SCHEDULE, Section 01330, SUBMITTAL PROCEDURES, and Section 01451A, CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

1.2 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on 3-1/2 inch high-density diskettes or CD-ROM. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become

available.

### 1.3 SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system configuration that the Contractor shall have to run QCS:

#### **Hardware**

IBM-compatible PC with 500 MHz Pentium or higher processor  
128+ MB RAM for workstation / 256+ MB RAM for server  
1 GB hard drive disk space for sole use by the QCS system  
3 1/2 inch high-density floppy drive  
Compact disk (CD) Reader, 8x speed or higher  
SVGA or higher resolution monitor (1024 x 768, 256 colors)  
Mouse or other pointing device  
Windows compatible printer (Laser printer must have 4+ MB of RAM)  
Connection to the Internet, minimum 56 BPS

#### **Software**

MS Windows 98, ME, NT, or 2000  
Word Processing software compatible with MS Word 97 or newer  
Latest version of : Netscape Navigator, Microsoft Internet Explorer, or other browser that supports HTML 4.0 or higher  
Electronic mail (E-mail), MAPI compatible  
Virus protection software that is regularly upgraded with all issued manufacturer's updates

### 1.4 RELATED INFORMATION

#### 1.4.1 QCS User Guide

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

#### 1.4.2 Contractor Quality Control(CQC) Training

The use of QCS will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class.

### 1.5 CONTRACT DATABASE

Prior to the pre-construction conference, the Government shall provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

#### 1.6 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The QCS database typically shall include current data on the following items:

##### 1.6.1 Administration

###### 1.6.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

###### 1.6.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail.

###### 1.6.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

###### 1.6.1.4 Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

###### 1.6.1.5 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections

of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

## 1.6.2 Finances

### 1.6.2.1 Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

### 1.6.2.2 Payment Requests

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

## 1.6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01451A, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

### 1.6.3.1 Daily Contractor Quality Control (CQC) Reports.

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Section 01451A, CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the Government representative. The Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

### 1.6.3.2 Deficiency Tracking.

The Contractor shall use QCS to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using QC punch



list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

#### 1.6.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS.

#### 1.6.3.4 Accident/Safety Tracking.

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 200 or OSHA Form 300.

#### 1.6.3.5 Features of Work

The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

#### 1.6.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in QCS. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

#### 1.6.4 Submittal Management

The Government will provide the initial submittal register, ENG Form 4288, SUBMITTAL REGISTER, in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update, ENG Form 4288, shall be produced using QCS. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

#### 1.6.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts", or Section 01320A, PROJECT SCHEDULE, as applicable. This schedule shall be input and maintained in the QCS database either manually or by using the Standard Data Exchange Format (SDEF) (see Section 01320A

PROJECT SCHEDULE). The updated schedule data shall be included with each pay request submitted by the Contractor.

#### 1.6.6 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data using SDEF.

#### 1.7 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

#### 1.8 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the QCS built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance with the following:

##### 1.8.1 File Medium

The Contractor shall submit required data on 3-1/2 inch double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

##### 1.8.2 Disk or CD-ROM Labels

The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate in English, the QCS file name, full contract number, contract name, project location, data date, name and telephone number of person responsible for the data.

##### 1.8.3 File Names

The Government will provide the file names to be used by the Contractor with the QCS software.

#### 1.9 MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an

acceptable QCS export file is received.

1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

-- End of Section --

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CEGS-01320 (June 1997)

Includes changes through Notice 1 (February 1999)

SECTION 01320

PROJECT SCHEDULE  
06/97

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of the specification to the extent referenced. The publications are referenced in the text by basic designation only.

ENGINEERING REGULATIONS (ER)

ER 1-1-11 (1995) Progress, Schedules, and Network  
Analysis Systems

1.2 QUALIFICATIONS

The Contractor shall designate an authorized representative who shall be responsible for the preparation of all required project schedule reports.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

Pursuant to the Contract Clause, SCHEDULE FOR CONSTRUCTION CONTRACTS, a Project Schedule as described below shall be prepared. The scheduling of construction shall be the responsibility of the Contractor. Contractor management personnel shall actively participate in its development. Subcontractors and suppliers working on the project shall also contribute in developing and maintaining an accurate Project Schedule. The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments.

3.2 BASIS FOR PAYMENT

The schedule shall be the basis for measuring Contractor progress. Lack of an approved schedule or scheduling personnel will result in an inability of the Contracting Officer to evaluate Contractor's progress for the purposes of payment. Failure of the Contractor to provide all information, as specified below, shall result in the disapproval of the entire Project Schedule submission and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. In the case where Project Schedule revisions have been directed by the Contracting Officer and those revisions have not been included in the Project Schedule, the Contracting Officer may hold retainage up to the maximum allowed by contract, each payment period, until revisions to the Project Schedule have

been made.

### 3.3 PROJECT SCHEDULE

The computer software system utilized by the Contractor to produce the Project Schedule shall be capable of providing all requirements of this specification. Failure of the Contractor to meet the requirements of this specification shall result in the disapproval of the schedule. Manual methods used to produce any required information shall require approval by the Contracting Officer.

#### 3.3.1 Use of the Critical Path Method

The Critical Path Method (CPM) of network calculation shall be used to generate the Project Schedule. The Contractor shall provide the Project Schedule in the Precedence Diagram Method (PDM).

#### 3.3.2 Level of Detail Required

The Project Schedule shall include an appropriate level of detail. Failure to develop or update the Project Schedule or provide data to the Contracting Officer at the appropriate level of detail, as specified by the Contracting Officer, shall result in the disapproval of the schedule. The Contracting Officer will use, but is not limited to, the following conditions to determine the appropriate level of detail to be used in the Project Schedule:

##### 3.3.2.1 Activity Durations

Contractor submissions shall follow the direction of the Contracting Officer regarding reasonable activity durations. Reasonable durations are those that allow the progress of activities to be accurately determined between payment periods (usually less than 2 percent of all non-procurement activities' Original Durations are greater than 20 days).

##### 3.3.2.2 Procurement Activities

Tasks related to the procurement of long lead materials or equipment shall be included as separate activities in the project schedule. Long lead materials and equipment are those materials that have a procurement cycle of over 90 days. Examples of procurement process activities include, but are not limited to: submittals, approvals, procurement, fabrication, and delivery.

##### 3.3.2.3 Government Activities

Government and other agency activities that could impact progress shall be shown. These activities include, but are not limited to: approvals, inspections, utility tie-in, Government Furnished Equipment (GFE) and Notice to Proceed (NTP) for phasing requirements.

##### 3.3.2.4 Responsibility

All activities shall be identified in the project schedule by the party responsible to perform the work. Responsibility includes, but is not limited to, the subcontracting firm, contractor work force, or government agency performing a given task. Activities shall not belong to more than one responsible party. The responsible party for each activity shall be identified by the Responsibility Code.

#### 3.3.2.5 Work Areas

All activities shall be identified in the project schedule by the work area in which the activity occurs. Activities shall not be allowed to cover more than one work area. The work area of each activity shall be identified by the Work Area Code.

#### 3.3.2.6 Modification or Claim Number

Any activity that is added or changed by contract modification or used to justify claimed time shall be identified by a mod or claim code that changed the activity. Activities shall not belong to more than one modification or claim item. The modification or claim number of each activity shall be identified by the Mod or Claim Number. Whenever possible, changes shall be added to the schedule by adding new activities. Existing activities shall not normally be changed to reflect modifications.

#### 3.3.2.7 Bid Item

All activities shall be identified in the project schedule by the Bid Item to which the activity belongs. An activity shall not contain work in more than one bid item. The bid item for each appropriate activity shall be identified by the Bid Item Code.

#### 3.3.2.8 Phase of Work

All activities shall be identified in the project schedule by the phases of work in which the activity occurs. Activities shall not contain work in more than one phase of work. The project phase of each activity shall be by the unique Phase of Work Code.

#### 3.3.2.9 Category of Work

All Activities shall be identified in the project schedule according to the category of work which best describes the activity. Category of work refers, but is not limited, to the procurement chain of activities including such items as submittals, approvals, procurement, fabrication, delivery, installation, start-up, and testing. The category of work for each activity shall be identified by the Category of Work Code.

#### 3.3.2.10 Feature of Work

All activities shall be identified in the project schedule according to the feature of work to which the activity belongs. Feature of work refers, but is not limited to, a work breakdown structure for the project. The feature of work for each activity shall be identified by the Feature of Work Code.

#### 3.3.3 Scheduled Project Completion

The schedule interval shall extend from NTP to the contract completion date.

##### 3.3.3.1 Project Start Date

The schedule shall start no earlier than the date on which the NTP was acknowledged. The Contractor shall include as the first activity in the project schedule an activity called "Start Project". The "Start Project" activity shall have an "ES" constraint date equal to the date that the NTP was acknowledged, and a zero day duration.



### 3.3.3.2 Constraint of Last Activity

Completion of the last activity in the schedule shall be constrained by the contract completion date. Calculation on project updates shall be such that if the early finish of the last activity falls after the contract completion date, then the float calculation shall reflect a negative float on the critical path. The Contractor shall include as the last activity in the project schedule an activity called "End Project". The "End Project" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

### 3.3.3.3 Early Project Completion

In the event the project schedule shows completion of the project prior to the contract completion date, the Contractor shall identify those activities that have been accelerated and/or those activities that are scheduled in parallel to support the Contractor's "early" completion. Contractor shall specifically address each of the activities noted in the narrative report at every project schedule update period to assist the Contracting Officer in evaluating the Contractor's ability to actually complete prior to the contract period.

### 3.3.4 Interim Completion Dates

Contractually specified interim completion dates shall also be constrained to show negative float if the early finish date of the last activity in that phase falls after the interim completion date.

#### 3.3.4.1 Start Phase

The Contractor shall include as the first activity for a project phase an activity called "Start Phase X" where "X" refers to the phase of work. The "Start Phase X" activity shall have an "ES" constraint date equal to the date on which the NTP was acknowledged, and a zero day duration.

#### 3.3.4.2 End Phase

The Contractor shall include as the last activity in a project phase an activity called "End Phase X" where "X" refers to the phase of work. The "End Phase X" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

#### 3.3.4.3 Phase X

The Contractor shall include a hammock type activity for each project phase called "Phase X" where "X" refers to the phase of work. The "Phase X" activity shall be logically tied to the earliest and latest activities in the phase.

### 3.3.5 Default Progress Data Disallowed

Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in CPM scheduling software systems. Actual Start and Finish dates on the CPM schedule shall match those dates provided from Contractor Quality Control Reports. Failure of the Contractor to document the Actual Start and Finish dates on the Daily Quality Control report for every in-progress or completed activity, and failure to ensure that the data contained on the Daily Quality Control reports is the sole

basis for schedule updating shall result in the disapproval of the Contractor's schedule and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. Updating of the percent complete and the remaining duration of any activity shall be independent functions. Program features which calculate one of these parameters from the other shall be disabled.

#### 3.3.6 Out-of-Sequence Progress

Activities that have posted progress without all preceding logic being satisfied (Out-of-Sequence Progress) will be allowed only on a case-by-case approval of the Contracting Officer. The Contractor shall propose logic corrections to eliminate all out of sequence progress or justify not changing the sequencing for approval prior to submitting an updated project schedule.

#### 3.3.7 Negative Lags

Lag durations contained in the project schedule shall not have a negative value.

### 3.4 PROJECT SCHEDULE SUBMISSIONS

The Contractor shall provide the submissions as described below. The data disk, reports, and network diagrams required for each submission are contained in paragraph SUBMISSION REQUIREMENTS.

#### 3.4.1 Preliminary Project Schedule Submission

The Preliminary Project Schedule, defining the Contractor's planned operations for the first 60 calendar days shall be submitted for approval within 20 calendar days after the NTP is acknowledged. The approved preliminary schedule shall be used for payment purposes not to exceed 60 calendar days after NTP.

#### 3.4.2 Initial Project Schedule Submission

The Initial Project Schedule shall be submitted for approval within 30 calendar days after NTP. The schedule shall provide a reasonable sequence of activities which represent work through the entire project and shall be at a reasonable level of detail.

#### 3.4.3 Periodic Schedule Updates

Based on the result of progress meetings, specified in "Periodic Progress Meetings," the Contractor shall submit periodic schedule updates. These submissions shall enable the Contracting Officer to assess Contractor's progress. If the Contractor fails or refuses to furnish the information and project schedule data, which in the judgement of the Contracting Officer or authorized representative is necessary for verifying the Contractor's progress, the Contractor shall be deemed not to have provided an estimate upon which progress payment may be made.

#### 3.4.4 Standard Activity Coding Dictionary

The Contractor shall use the activity coding structure defined in the Standard Data Exchange Format (SDEF) in ER 1-1-11, Appendix A. This exact structure is mandatory, even if some fields are not used.

### 3.5 SUBMISSION REQUIREMENTS

The following items shall be submitted by the Contractor for the preliminary submission, initial submission, and every periodic project schedule update throughout the life of the project:

#### 3.5.1 Data Disks

Two data disks containing the project schedule shall be provided. Data on the disks shall adhere to the SDEF format specified in ER 1-1-11, Appendix A.

##### 3.5.1.1 File Medium

Required data shall be submitted on 3.5 disks, formatted to hold 1.44 MB of data, under the Windows, unless otherwise approved by the Contracting Officer.

##### 3.5.1.2 Disk Label

A permanent exterior label shall be affixed to each disk submitted. The label shall indicate the type of schedule (Preliminary, Initial, Update, or Change), full contract number, project name, project location, data date, name and telephone number or person responsible for the schedule, and the MS-DOS version used to format the disk.

##### 3.5.1.3 File Name

Each file submitted shall have a name related to either the schedule data date, project name, or contract number. The Contractor shall develop a naming convention that will ensure that the names of the files submitted are unique. The Contractor shall submit the file naming convention to the Contracting Officer for approval.

#### 3.5.2 Narrative Report

A Narrative Report shall be provided with the preliminary, initial, and each update of the project schedule. This report shall be provided as the basis of the Contractor's progress payment request. The Narrative Report shall include: a description of activities along the 2 most critical paths, a description of current and anticipated problem areas or delaying factors and their impact, and an explanation of corrective actions taken or required to be taken. The narrative report is expected to relay to the Government, the Contractor's thorough analysis of the schedule output and its plans to compensate for any problems, either current or potential, which are revealed through that analysis.

#### 3.5.3 Approved Changes Verification

Only project schedule changes that have been previously approved by the Contracting Officer shall be included in the schedule submission. The Narrative Report shall specifically reference, on an activity by activity basis, all changes made since the previous period and relate each change to documented, approved schedule changes.

#### 3.5.4 Schedule Reports

The format for each activity for the schedule reports listed below shall contain: Activity Numbers, Activity Description, Original Duration,

Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, Total Float. Actual Start and Actual Finish Dates shall be printed for those activities in progress or completed.

#### 3.5.4.1 Activity Report

A list of all activities sorted according to activity number.

#### 3.5.4.2 Logic Report

A list of Preceding and Succeeding activities for every activity in ascending order by activity number. Preceding and succeeding activities shall include all information listed above in paragraph Schedule Reports. A blank line shall be left between each activity grouping.

#### 3.5.4.3 Total Float Report

A list of all incomplete activities sorted in ascending order of total float. Activities which have the same amount of total float shall be listed in ascending order of Early Start Dates. Completed activities shall not be shown on this report.

#### 3.5.4.4 Earnings Report

A compilation of the Contractor's Total Earnings on the project from the NTP until the most recent Monthly Progress Meeting. This report shall reflect the Earnings of specific activities based on the agreements made in the field and approved between the Contractor and Contracting Officer at the most recent Monthly Progress Meeting. Provided that the Contractor has provided a complete schedule update, this report shall serve as the basis of determining Contractor Payment. Activities shall be grouped by bid item and sorted by activity numbers. This report shall: sum all activities in a bid item and provide a bid item percent; and complete and sum all bid items to provide a total project percent complete. The printed report shall contain, for each activity: the Activity Number, Activity Description, Original Budgeted Amount, Total Quantity, Quantity to Date, Percent Complete (based on cost), and Earnings to Date.

#### 3.5.5 Network Diagram

The network diagram shall be required on the initial schedule submission and on monthly schedule update submissions. The network diagram shall depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished. The Contracting Officer will use, but is not limited to, the following conditions to review compliance with this paragraph:

##### 3.5.5.1 Continuous Flow

Diagrams shall show a continuous flow from left to right with no arrows from right to left. The activity number, description, duration, and estimated earned value shall be shown on the diagram.

##### 3.5.5.2 Project Milestone Dates

Dates shall be shown on the diagram for start of project, any contract required interim completion dates, and contract completion dates.

##### 3.5.5.3 Critical Path

The critical path shall be clearly shown.

#### 3.5.5.4 Banding

Activities shall be grouped to assist in the understanding of the activity sequence. Typically, this flow will group activities by category of work, work area and/or responsibility.

#### 3.5.5.5 S-Curves

Earnings curves showing projected early and late earnings and earnings to date.

### 3.6 PERIODIC PROGRESS MEETINGS

Progress meetings to discuss payment shall include a monthly onsite meeting or other regular intervals mutually agreed to at the preconstruction conference. During this meeting the Contractor shall describe, on an activity by activity basis, all proposed revisions and adjustments to the project schedule required to reflect the current status of the project. The Contracting Officer will approve activity progress, proposed revisions, and adjustments as appropriate.

#### 3.6.1 Meeting Attendance

The Contractor's Project Manager and Scheduler shall attend the regular progress meeting.

#### 3.6.2 Update Submission Following Progress Meeting

A complete update of the project schedule containing all approved progress, revisions, and adjustments, based on the regular progress meeting, shall be submitted not later than 4 working days after the monthly progress meeting.

#### 3.6.3 Progress Meeting Contents

Update information, including Actual Start Dates, Actual Finish Dates, Remaining Durations, and Cost-to-Date shall be subject to the approval of the Contracting Officer. As a minimum, the Contractor shall address the following items on an activity by activity basis during each progress meeting.

##### 3.6.3.1 Start and Finish Dates

The Actual Start and Actual Finish dates for each activity currently in-progress or completed .

##### 3.6.3.2 Time Completion

The estimated Remaining Duration for each activity in-progress. Time-based progress calculations shall be based on Remaining Duration for each activity.

##### 3.6.3.3 Cost Completion

The earnings for each activity started. Payment will be based on earnings for each in-progress or completed activity. Payment for individual activities will not be made for work that contains quality defects. A

portion of the overall project amount may be retained based on delays of activities.

#### 3.6.3.4 Logic Changes

All logic changes pertaining to NTP on change orders, change orders to be incorporated into the schedule, contractor proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, lag durations, and other changes that have been made pursuant to contract provisions shall be specifically identified and discussed.

#### 3.6.3.5 Other Changes

Other changes required due to delays in completion of any activity or group of activities include: 1) delays beyond the Contractor's control, such as strikes and unusual weather. 2) delays encountered due to submittals, Government Activities, deliveries or work stoppages which make re-planning the work necessary. 3) Changes required to correct a schedule which does not represent the actual or planned prosecution and progress of the work.

### 3.7 REQUESTS FOR TIME EXTENSIONS

In the event the Contractor requests an extension of the contract completion date, or any interim milestone date, the Contractor shall furnish the following for a determination as to whether or not the Contractor is entitled to an extension of time under the provisions of the contract: justification, project schedule data, and supporting evidence as the Contracting Officer may deem necessary. Submission of proof of delay, based on revised activity logic, duration, and costs (updated to the specific date that the delay occurred) is obligatory to any approvals.

#### 3.7.1 Justification of Delay

The project schedule shall clearly display that the Contractor has used, in full, all the float time available for the work involved with this request.

The Contracting Officer's determination as to the number of allowable days of contract extension shall be based upon the project schedule updates in effect for the time period in question, and other factual information. Actual delays that are found to be caused by the Contractor's own actions, which result in the extension of the schedule, will not be a cause for a time extension to the contract completion date.

#### 3.7.2 Submission Requirements

The Contractor shall submit a justification for each request for a change in the contract completion date of under 2 weeks based upon the most recent schedule update at the time of the NTP or constructive direction issued for the change. Such a request shall be in accordance with the requirements of other appropriate Contract Clauses and shall include, as a minimum:

- a. A list of affected activities, with their associated project schedule activity number.
- b. A brief explanation of the causes of the change.
- c. An analysis of the overall impact of the changes proposed.
- d. A sub-network of the affected area.

Activities impacted in each justification for change shall be identified by a unique activity code contained in the required data file.

### 3.7.3 Additional Submission Requirements

For any requested time extension of over 2 weeks, the Contracting Officer may request an interim update with revised activities for a specific change request. The Contractor shall provide this disk within 4 days of the Contracting Officer's request.

### 3.8 DIRECTED CHANGES

If the NTP is issued for changes prior to settlement of price and/or time, the Contractor shall submit proposed schedule revisions to the Contracting Officer within 2 weeks of the NTP being issued. The proposed revisions to the schedule will be approved by the Contracting Officer prior to inclusion of those changes within the project schedule. If the Contractor fails to submit the proposed revisions, the Contracting Officer may furnish the Contractor with suggested revisions to the project schedule. The Contractor shall include these revisions in the project schedule until revisions are submitted, and final changes and impacts have been negotiated. If the Contractor has any objections to the revisions furnished by the Contracting Officer, the Contractor shall advise the Contracting Officer within 2 weeks of receipt of the revisions. Regardless of the objections, the Contractor shall continue to update the schedule with the Contracting Officer's revisions until a mutual agreement in the revisions is reached. If the Contractor fails to submit alternative revisions within 2 weeks of receipt of the Contracting Officer's proposed revisions, the Contractor will be deemed to have concurred with the Contracting Officer's proposed revisions. The proposed revisions will then be the basis for an equitable adjustment for performance of the work.

### 3.9 OWNERSHIP OF FLOAT

Float available in the schedule, at any time, shall not be considered for the exclusive use of either the Government or the Contractor.

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SECTION 01330

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**09/97**

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CEGS-01330/S (September 1997)

SECTION 01330

SUBMITTAL PROCEDURES  
**09/97**

PART 1 GENERAL

1.1 SUBMITTAL IDENTIFICATION

Submittals required are identified by SD numbers as follows:

SD-01 Data

SD-04 Drawings

SD-06 Instructions

SD-07 Schedules

SD-08 Statements

SD-09 Reports

SD-13 Certificates

SD-14 Samples

SD-18 Records

SD-19 Operation and Maintenance Manuals

1.2 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.2.1 Government Approved

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.2.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.3 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any

error which may exist, as the Contractor under the CQC requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

#### 1.4 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

#### 1.5 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

#### PART 2 PRODUCTS (Not Applicable)

#### PART 3 EXECUTION

##### 3.1 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative and each item shall be stamped, signed, and dated by the CQC representative indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

##### 3.2 SUBMITTAL REGISTER (ENG FORM 4288)

At the end of this section is one set of ENG Form 4288 listing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The Contractor will also be given the submittal register as a diskette containing the computerized ENG Form 4288 and instructions on the use of the diskette. Columns "d" through "r" have been completed by the Government; the Contractor shall complete columns "a" and "s" through "u" and submit the forms (hard copy plus associated

electronic file) to the Contracting Officer for approval within 30 calendar days after Notice to Proceed. The Contractor shall keep this diskette up-to-date and shall submit it to the Government together with the monthly payment request. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated.

### 3.3 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 30 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals. An additional 10 calendar days shall be allowed and shown on the register for review and approval of submittals for food service equipment and refrigeration and HVAC control systems.

### 3.4 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) included in Attachment 1 to Section 00800 shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

### 3.5 SUBMITTAL PROCEDURE

Submittals shall be made as follows:

#### 3.5.1 Procedures

The Contractor shall be responsible for the scheduling and control of all submittals. The Contractor is responsible for confirming that the submittal register includes all submittals required by the contract documents.

In addition to those items listed on ENG Form 4288, the Contractor will furnish submittals for any deviation from the plans or specifications. The scheduled need dates must be recorded on the document for each item for control purposes and critical items must be tied to the Contractor's approved schedule where applicable.

The Contractor will submit to the Contracting Officer for approval a minimum of five copies of all GA/D (designer review) or GA/F (field review) level submittals. Three copies of all FIO level submittals will be provided. The number of copies of submittals specified in this portion of the contract shall be complied with in lieu of four copies as specified by FAR 52.236-21.

For those contracts requiring Network Analysis System (NAS), the Contractor will schedule on the NAS critical items of equipment submittals and procurement activities which will, or have the potential to, significantly

impact project completion. The inclusion or exclusion of critical items shall be subject to the approval of the Contracting Officer.

Where ENG Form 4025 must be submitted prior to approval of the Construction Progress Schedule, the Contractor shall submit an initial annotated ENG Form 4288 upon which dates for submittal, approval and delivery of procurement items shall be included for the first 60 days of the work. Upon approval of the Construction Progress Schedule, or no later than 60 days after Notice to Proceed, the Contractor shall submit final annotated copies of ENG Form 4288. Dates shall be coordinated with the approved Construction Progress Schedule to logically interface with the sequence of construction. Critical item numbers will be shown on the listing if NAS is required.

Furnishing the schedule shall not be interpreted as relieving the Contractor of his obligation to comply with all the specification requirements for the items on the schedule. Contractor's Quality Control representative shall review the listing at least every 30 days and take appropriate action to maintain an effective system. The Contractor shall furnish a list each 30 days of all submittals on which either Government's or Contractor's action is past due. He shall also furnish revised due dates in those cases when the original submittal schedule is no longer realistic. This monthly list of delayed items shall also be annotated by the Contractor to show what corrective action he is taking with regard to slippages in submittal schedule which are attributable to actions by him, his subcontractors, or suppliers.

The Contractor shall provide a complete updated submittal register indicating the current status of all submittals when requested by the Contracting Officer in order to assure himself the schedule is being maintained.

The Contractor shall certify that each submittal is correct and in strict conformance with the contract drawings and specifications. All submittals not subject to the approval of the Contracting Officer will be submitted for information purposes only.

No Corps of Engineers action will be required prior to incorporating these items into the work, but the submittal shall be furnished to the Area/Resident Engineer not less than 2 weeks prior to procurement of Contractor certified material, equipment, etc.

These Contractor approved submittals will be used to verify that material received and used in the job is the same as that described and approved and will be used as record copies. All samples of materials submitted as required by these specifications shall be properly identified and labeled for ready identification, and upon being certified by the Contractor and reviewed by the Contracting Officer, shall be stored at the site of the work for job site use until all work has been completed and accepted by the Contracting Officer. Delegation of this approval authority to Contractor Quality Control does not relieve the Contractor from the obligation to conform to any contract requirement and will not prevent the Contracting Officer from requiring removal and replacement of construction not in contract conformance; nor does it relieve the Contractor from the requirement to furnish "samples" for testing by the Government Laboratory or check testing by the Government in those instances where the technical specifications so prescribe.

Contractor certified drawings will be subject to quality assurance review

by the Government at any time during the duration of the contract. No adjustment for time or money will be allowed for corrections required as a result of noncompliance with plans and specifications.

Submittals Requiring Government Approval (GA/D Level or GA/F Level). Where the review authority is designated to the Government, the Contractor is required to sign the certification on ENG Form 4025 in the box beside the remarks block in Section I. The Government will code the items in block h and sign the approval action block in Section II as the approving authority.

Operating and Maintenance Instructions. Six complete sets of instructions containing the manufacturer's operating and maintenance instructions for each piece of equipment shall be furnished. Each set shall be permanently bound and shall have a hard cover. One complete set shall be furnished at the time test procedures are submitted. Remaining sets shall be furnished before the contract is completed. The following identification shall be inscribed on the covers: The words "OPERATING AND MAINTENANCE INSTRUCTIONS," name and location of the facility, name of the Contractor, and contract number. Fly sheets shall be placed before instructions covering each subject. Instruction sheets shall be approximately 8-1/2 by 11 inches, with large sheets of drawings folded in. Instructions shall include but are not limited to:

- (1) System layout showing piping, valves and controls;
- (2) Approved wiring and control diagrams;
- (3) A control sequence describing startup, operation and shutdown;
- (4) Operating and maintenance instructions for each piece of equipment, including lubrication instructions and troubleshooting guide; and
- (5) Manufacturer's bulletins, cuts and descriptive data; parts lists and recommended parts.

### 3.5.2 Deviations

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

### 3.6 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

### 3.7 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Four copies of the submittal will be retained by the Contracting Officer and one copy of the submittal will be returned to the Contractor.

### 3.8 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

### 3.9 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR
(Firm Name)
_____ Approved
_____ Approved with corrections as noted on submittal data and/or attached sheets(s).
SIGNATURE: _____
TITLE: _____
DATE: _____

-- End of Section --

# SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION

Repair Non-Complaint Airfield Lighting

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION OR REFERENCE NUMBER	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/	APPROVING AUTHORITY				MAILED TO CONTR/  DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION	DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01356	Mill Certificate or Affidavit	2.1.3													
		01780A	SD-02 Shop Drawings														
			As-Built Drawings	1.2.1	G												
			SD-03 Product Data														
			As-Built Record of Equipment and Materials	1.2.2	G												
			Warranty Management Plan	1.3.1	G												
			Warranty Tags	1.3.5													
			Final Cleaning	1.6													
		02301	SD-09 Manufacturer's Field Reports														
			Topsoil	2.1.2.5													
		02721a	SD-09 Manufacturer's Field Reports														
			Sampling and Testing	1.5													
		02722a	SD-01 Preconstruction Submittals														
			Plant, Equipment, and Tools	1.7													
			SD-09 Manufacturer's Field Reports														
			Sampling and testing	1.5													
			Field Density Tests	1.5.2.4													
		02731a	SD-01 Preconstruction Submittals														
			Equipment	1.5													
		02748A	SD-09 Manufacturer's Field Reports														
			Sampling and Testing	3.7													



# SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION

Repair Non-Complaint Airfield Lighting

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION OR REFERENCE NUMBER	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/  DATE RCD FROM CONTR	APPROVING AUTHORITY				MAILED TO CONTR/  DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION		DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		02749	SD-01 Preconstruction Submittals														
			Mix Design	2.3													
			Contractor Quality Control	3.10													
			Asphalt Cement Binder	2.2													
			Aggregates	2.1													
			SD-09 Manufacturer's Field														
			Reports														
			Aggregates	2.1													
			QC Monitoring	3.10.3.10													
			Asphalt Cement Binder	2.2													
			Testing Laboratory	3.6													
		02763a	SD-01 Preconstruction Submittals														
			Equipment	1.5													
			SD-09 Manufacturer's Field														
			Reports														
			Sampling and Testing	2.6													
		03300	SD-08 Manufacturer's Instructions														
			Mixture Proportions	1.9													
			SD-09 Manufacturer's Field														
			Reports														
			Testing and Inspection for	3.17													
			Contractor Quality Control														
			Qualifications	1.5													
			Surface Retarder	2.3.5													
		16370A	SD-04 Samples														
			Electrical Distribution System	3.11.3	G G												

# SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION

Repair Non-Complaint Airfield Lighting

CONTRACTOR

ACTIVITY NO	TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARAGRAPH	GOVT CLASSIFICATION OR REFERENCE NUMBER	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/  DATE RCD FROM CONTR	APPROVING AUTHORITY				MAILED TO CONTR/  DATE RCD FRM APPR AUTH	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	ACTION CODE	DATE OF ACTION		DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	ACTION CODE	DATE OF ACTION		
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		16370A	SD-01 Preconstruction Submittals														
			Nameplates	2.3	G												
		16375A	SD-01 Preconstruction Submittals														
			Nameplates	2.2													
			Material and Equipment	2.1													
			General Installation Requirements	3.1													
			SD-09 Manufacturer's Field														
			Reports														
			Factory Tests	2.17													
			Field Testing	3.11	G												
			Cable Installation	3.2.1.4	G												
			Material and Equipment	2.1	G												
		16526A	SD-01 Preconstruction Submittals														
			Materials and Equipment	2.1	G												
			SD-09 Manufacturer's Field														
			Reports														
			Field Quality Control	3.22	G												
			Inspection	3.22.3	G												
			Materials and Equipment	2.1													
		16528A	SD-04 Samples														
			Lighting System	1.3.1	G												
			Detail Drawings	2.11.3	G												
			SD-09 Manufacturer's Field														
			Reports														
			Operating Test	3.16.2	G												
			Lighting System	1.3.1	G												

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SECTION 01356

STORM WATER POLLUTION PREVENTION MEASURES

08/96

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CEGS-1356

SECTION 01356

STORM WATER POLLUTION PREVENTION MEASURES  
**08/96**

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 4439	(1997) Standard Terminology for Geosynthetics
ASTM D 4491	(1996) Water Permeability of Geotextiles by Permittivity
ASTM D 4533	(1991; R 1996) Trapezoid Tearing Strength of Geotextiles
ASTM D 4632	(1991; R 1996) Grab Breaking Load and Elongation of Geotextiles
ASTM D 4751	(1995) Determining Apparent Opening Size of a Geotextile
ASTM D 4873	(1995) Identification, Storage, and Handling of Geosynthetic Rolls

1.2 GENERAL

The Contractor shall implement the storm water pollution prevention measures specified in this section in a manner which will meet the requirements of Section 01564 Environmental Protection During Construction, and the requirements of the National Pollution Discharge Elimination System (NPDES) permit attached to that Section.

1.3 SUBMITTALS

Government approval is required for all submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-13 Certificates

Mill Certificate or Affidavit; FIO.

1.4 EROSION AND SEDIMENT CONTROLS

The controls and measures required by the Contractor are described below.

#### 1.4.1 Stabilization Practices

The stabilization practices to be implemented shall include temporary seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, erosion control matts, protection of trees, preservation of mature vegetation, etc. On his daily CQC Report, the Contractor shall record the dates when the major grading activities occur, (e.g., clearing and grubbing, excavation, embankment, and grading); when construction activities temporarily or permanently cease on a portion of the site; and when stabilization practices are initiated. Except as provided in paragraphs UNSUITABLE CONDITIONS and NO ACTIVITY FOR LESS THAN 21 DAYS, stabilization practices shall be initiated as soon as practicable, but no more than 14 days, in any portion of the site where construction activities have temporarily or permanently ceased.

##### 1.4.1.1 Unsuitable Conditions

Where the initiation of stabilization measures by the fourteenth day after construction activity temporarily or permanently ceases is precluded by unsuitable conditions caused by the weather, stabilization practices shall be initiated as soon as practicable after conditions become suitable.

##### 1.4.1.2 No Activity for Less Than 21 Days

Where construction activity will resume on a portion of the site within 21 days from when activities ceased (e.g., the total time period that construction activity is temporarily ceased is less than 21 days), then stabilization practices do not have to be initiated on that portion of the site by the fourteenth day after construction activity temporarily ceased.

#### 1.4.2 Structural Practices

Structural practices shall be implemented to divert flows from exposed soils, temporarily store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Structural practices shall be implemented in a timely manner during the construction process to minimize erosion and sediment runoff. Structural practices shall include the following devices. Location and details of installation and construction are shown on the drawings.

##### 1.4.2.1 Silt Fences

The Contractor shall provide silt fences as a temporary structural practice to minimize erosion and sediment runoff. Silt fences shall be properly installed to effectively retain sediment immediately after completing each phase of work where erosion would occur in the form of sheet and rill erosion (e.g. clearing and grubbing, excavation, embankment, and grading). Silt fences shall be installed in the locations indicated on the drawings. Final removal of silt fence barriers shall be upon approval by the Contracting Officer.

##### 1.4.2.2 Omitted

##### 1.4.2.3 Diversion Dikes

Diversion dikes shall have a maximum channel slope of 2 percent and shall be adequately compacted to prevent failure. The minimum height measured from the top of the dike to the bottom of the channel shall be 18 inches.

The minimum base width shall be 6 feet and the minimum top width shall be 2 feet. The Contractor shall ensure that the diversion dikes are not damaged by construction operations or traffic. Diversion dikes shall be located as shown on the drawings.

## PART 2 PRODUCTS

### 2.1 COMPONENTS FOR SILT FENCES

#### 2.1.1 Filter Fabric

The geotextile shall comply with the requirements of ASTM D 4439, and shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. The filament shall consist of a long-chain synthetic polymer composed of at least 85 percent by weight of ester, propylene, or amide, and shall contain stabilizers and/or inhibitors added to the base plastic to make the filaments resistance to deterioration due to ultraviolet and heat exposure. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life at a temperature range of 0 to 120 degrees F. The filter fabric shall meet the following requirements:

#### FILTER FABRIC FOR SILT SCREEN FENCE

PHYSICAL PROPERTY	TEST PROCEDURE	STRENGTH REQUIREMENT
Grab Tensile	ASTM D 4632	445 N min.
Elongation (%)		30 % max.
Trapezoid Tear	ASTM D 4533	245 N min.
Permittivity	ASTM D 4491	0.2 sec-1
AOS (U.S. Std Sieve)	ASTM D 4751	20-100

#### 2.1.2 Silt Fence Stakes and Posts

The Contractor may use either wooden stakes or steel posts for fence construction. Wooden stakes utilized for silt fence construction, shall have a minimum cross section of 2 inches by 2 inches when oak is used and 4 inches by 4 inches when pine is used, and shall have a minimum length of 5 feet. Steel posts (standard "U" or "T" section) utilized for silt fence construction, shall have a minimum weight of 1.33 pounds per linear foot and a minimum length of 5 feet.

#### 2.1.3 Mill Certificate or Affidavit

A mill certificate or affidavit shall be provided attesting that the fabric and factory seams meet chemical, physical, and manufacturing requirements specified above. The mill certificate or affidavit shall specify the actual Minimum Average Roll Values and shall identify the fabric supplied by roll identification numbers. The Contractor shall submit a mill certificate or affidavit signed by a legally authorized official from the company manufacturing the filter fabric.

#### 2.1.4 Identification Storage and Handling

Filter fabric shall be identified, stored and handled in accordance with ASTM D 4873.

## 2.2 Omitted

The straw in the bales shall be stalks from oats, wheat, rye, barley, rice, or from grasses such as byhalia, bermuda, etc., furnished in air dry condition. The bales shall have a standard cross section of 14 inches by 18 inches. All bales shall be either wire-bound or string-tied. The Contractor may use either wooden stakes or steel posts to secure the straw bales to the ground. Wooden stakes utilized for this purpose, shall have a minimum dimensions of 2 inches x 2 inches in cross section and shall have a minimum length of 3 feet. Steel posts (standard "U" or "T" section) utilized for securing straw bales, shall have a minimum weight of 1.33 pounds per linear foot and a minimum length of 3 feet.

## PART 3 EXECUTION

### 3.1 INSTALLATION OF SILT FENCES

Silt fences shall extend a minimum of 16 inches above the ground surface and shall not exceed 34 inches above the ground surface. Filter fabric shall be from a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are unavoidable, filter fabric shall be spliced together at a support post, with a minimum 6 inch overlap, and securely sealed. A trench shall be excavated approximately 4 inches wide and 4 inches deep on the upslope side of the location of the silt fence. The 4-inch by 4-inch trench shall be backfilled and the soil compacted over the filter fabric. Silt fences shall be removed upon approval by the Contracting Officer.

### 3.2 Omitted

### 3.3 MAINTENANCE

The Contractor shall maintain the temporary and permanent vegetation, erosion and sediment control measures, and other protective measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness, by restoration of destroyed vegetative cover, and by repair of erosion and sediment control measures and other protective measures. The following procedures shall be followed to maintain the protective measures.

#### 3.3.1 Silt Fence Maintenance

Silt fences shall be inspected in accordance with paragraph INSPECTIONS. Any required repairs shall be made promptly. Close attention shall be paid to the repair of damaged silt fence resulting from end runs and undercutting. Should the fabric on a silt fence decompose or become ineffective, and the barrier is still necessary, the fabric shall be replaced promptly. Sediment deposits shall be removed when deposits reach one-third of the height of the barrier. When a silt fence is no longer required, it shall be removed. The immediate area occupied by the fence and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be seeded in accordance with Section 02936 TURF, BERMUDA GRASS SEEDING.

#### 3.3.2 Omitted

### 3.3.3 Diversion Dike Maintenance

Diversion dikes shall be inspected in accordance with paragraph INSPECTIONS. Close attention shall be paid to the repair of damaged diversion dikes and necessary repairs shall be accomplished promptly. When diversion dikes are no longer required, they shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be seeded in accordance with Section 02936 TURF, BERMUDA GRASS SEEDING.

## 3.4 INSPECTIONS

### 3.4.1 General

The Contractor shall inspect disturbed areas of the construction site, areas used for storage of materials that are exposed to precipitation that have not been finally stabilized, stabilization practices, structural practices, other controls, and area where vehicles exit the site at least once every seven (7) calendar days and within 24 hours of the end of any storm that produces 0.5 inches or more rainfall at the site. Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

### 3.4.2 Inspections Details

Disturbed areas and areas used for material storage that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the Storm Water Pollution Prevention Plan shall be observed to ensure that they are operating correctly. Discharge locations or points shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles exit the site shall be inspected for evidence of offsite sediment tracking.

### 3.4.3 Inspection Reports

For each inspection conducted, the Contractor shall prepare a report summarizing the scope of the inspection, names and qualifications of personnel making the inspection, the date of the inspection, major observations relating to the implementation of the Storm Water Pollution Prevention Plan, maintenance performed, and actions taken. The report shall be furnished to the Contracting Officer within 24 hours of the inspection as a part of the Contractor's daily CQC REPORT. A copy of the inspection report shall be maintained on the job site.

### 3.4.4 Omitted

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SECTION 01451

CONTRACTOR QUALITY CONTROL  
05/02

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(2001) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E 329	(2000b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

### 3.2 QUALITY CONTROL PLAN

The Contractor shall furnish for review by the Government, not later than 5 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

#### 3.2.1 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section 01330 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities must be approved by the Contracting Officer.)
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified

deficiencies have been corrected.

- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

### 3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

### 3.2.3 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

## 3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 7 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

## 3.4 QUALITY CONTROL ORGANIZATION

### 3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health Manager shall receive direction and authority from the CQC System Manager and shall serve as a member of the CQC staff. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The

Contractor's CQC staff shall maintain a presence at the site at all times during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, show drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

#### 3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person with a minimum of 10 years' experience in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned no other duties. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

#### 3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: civil. These individuals may be employees of the prime or subcontractor; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan.

#### Experience Matrix

Area	Qualifications
a. Civil	A construction person with 10 years' related experience

#### 3.4.4 Additional Requirement

In addition to the above experience and education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". This course is offered on a quarterly basis within the Savannah District boundaries. CQC System Managers who have not successfully completed this course must attend the next available training session. Failure to successfully complete this training within the next available training date will be grounds for removal as CQC System Manager. There is currently a nominal fee to cover the cost of the training materials for Contractors who have current contracts with the

Savannah District.

### 3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

### 3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in Section 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements. When Section 15950A HEATING, VENTILATING AND AIR CONDITIONING (HVAC) CONTROL SYSTEMS; 15951A DIRECT DIGITAL CONTROL FOR HVAC; 15990A TESTING, ADJUSTING, AND BALANCING OF HVAC SYSTEMS; or 15995A COMMISSIONING OF HVAC SYSTEMS are included in the contract, the submittals required by those sections shall be coordinated with Section 01330 SUBMITTAL PROCEDURES to ensure adequate time is allowed for each type of submittal required.

### 3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of the construction work as follows:

#### 3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved

shop drawings or submitted data, and are properly stored.

- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.
- k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

### 3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

- a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.
- b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.
- c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.
- d. Resolve all differences.
- e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.
- f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.
- g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

### 3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including

control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

### 3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

## 3.7 TESTS

### 3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

### 3.7.2 Testing Laboratories

#### 3.7.2.1 Capability Check

The Government reserves the right to check laboratory equipment in the



proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

#### 3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed a charge to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

#### 3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests, and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

#### 3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to the following address:

US Army Engineer District, Savannah  
Environmental & Materials Unit  
200 North Cobb Parkway  
Building 400, Suite 404  
Marietta, GA 30062

Coordination for each specific test will be made through the Area Office.

### 3.8 COMPLETION INSPECTION

#### 3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the Special Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

#### 3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final

inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

### 3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

### 3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- g. Offsite surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and

instructions or corrective actions.

- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

### 3.10 SAMPLE FORMS

Sample forms are included in Attachment 1 to Section 00800.

### 3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

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CEGS-01500/S (February 1997)

SECTION 01500

TEMPORARY CONSTRUCTION FACILITIES  
**02/97**

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

1.1.1 Site Plan

The Contractor shall prepare a site plan indicating the proposed location and dimensions of any area to be fenced and used by the Contractor, the number of trailers to be used, avenues of ingress/egress to the fenced area and details of the fence installation. Any areas which may have to be graveled to prevent the tracking of mud shall also be identified. The Contractor shall also indicate if the use of a supplemental or other staging area is desired. Care will be taken to prevent depositing of mud or soil on airfield pavements. Such deposits will be immediately removed.

1.1.2 Identification of Employees

The Contractor shall be responsible for furnishing to each employee, and for requiring each employee engaged on the work to display, identification as approved and directed by the Contracting Officer. Prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of any employee. When required, the Contractor shall obtain and provide fingerprints of persons employed on the project. Contractor and subcontractor personnel shall wear identifying markings on hard hats clearly identifying the company for whom the employee works.

1.1.3 Employee Parking

Contractor employees shall park privately owned vehicles in an area designated by the Contracting Officer. This area will be within reasonable walking or shuttle distance of the construction site. Contractor employee parking shall not interfere with existing and established parking requirements of the military installation.

1.2 AVAILABILITY AND USE OF UTILITY SERVICES

1.2.1 Payment for Utility Services

The Government will make all reasonably required utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

1.2.2 Meters and Temporary Connections

The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall provide and maintain necessary temporary connections, distribution lines, and meter bases (Government will provide meters) required to measure the amount of each utility used for the purpose of determining charges. The Contractor shall notify the Contracting Officer, in writing, 5 working days before final electrical connection is desired so that a utilities contract can be established. The Government will provide a meter and make the final hot connection after inspection and approval of the Contractor's temporary wiring installation. The Contractor shall not make the final electrical connection.

#### 1.2.3 Advance Deposit

An advance deposit for utilities consisting of an estimated month's usage or a minimum of \$50.00 will be required. The last monthly bills for the fiscal year will normally be offset by the deposit and adjustments will be billed or returned as appropriate. Services to be rendered for the next fiscal year, beginning 1 October, will require a new deposit. Notification of the due date for this deposit will be mailed to the Contractor prior to the end of the current fiscal year.

#### 1.2.4 Final Meter Reading

Before completion of the work and final acceptance of the work by the Government, the Contractor shall notify the Contracting Officer, in writing, 5 working days before termination is desired. The Government will take a final meter reading, disconnect service, and remove the meters. The Contractor shall then remove all the temporary distribution lines, meter bases, and associated paraphernalia. The Contractor shall pay all outstanding utility bills before final acceptance of the work by the Government.

#### 1.2.5 Sanitation

The Contractor shall provide and maintain within the construction area minimum field-type sanitary facilities approved by the Contracting Officer. Government toilet facilities will not be available to Contractor's personnel.

#### 1.2.6 Telephone

The Contractor shall make arrangements and pay all costs for telephone facilities desired.

### 1.3 BULLETIN BOARD

#### 1.3.1 Bulletin Board

Immediately upon beginning of work, the Contractor shall provide a weatherproof glass-covered bulletin board not less than 36 by 48 inches in size for displaying the Equal Employment Opportunity poster, a copy of the wage decision contained in the contract, Wage Rate Information poster, and other information approved by the Contracting Officer. The bulletin board shall be located at the project site in a conspicuous place easily accessible to all employees, as approved by the Contracting Officer. Legible copies of the aforementioned data shall be displayed until work is completed. Upon completion of work the bulletin board shall be removed by and remain the property of the Contractor.

#### 1.4 PROTECTION AND MAINTENANCE OF TRAFFIC

During construction the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the State and local authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with public traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

##### 1.4.1 Haul Roads

The Contractor will be required to use the haul routes shown on the plans unless otherwise permitted in writing by the Contracting Officer. When haul routes are not designated on the plans, the Contractor must obtain approval of the Contracting Officer of haul routes he intends to use. The Contractor shall maintain the haul routes and shall keep the dust problem under control by wetting the surface as needed. Sweeping and cleaning of pavements will be done as necessary to remove spillage resulting from the hauling operations. After all hauling has been completed, the Contractor shall restore the earth areas used for the haul routes to original condition by final grading, shaping, compacting, and grassing, and shall clean and sweep all paved areas as required. Any pavement damaged as a result of hauling operations under this contract for both the earth and other materials shall be promptly repaired by the Contractor, as approved by the Contracting Officer. The cost of maintenance and repair of the haul routes, as mentioned above, shall be considered as a subsidiary obligation of the Contractor. The axle load of earth hauling equipment operating on paved streets shall not exceed 12,000 pounds.

##### 1.4.2 Barricades

The Contractor shall erect and maintain temporary barricades to limit public access to hazardous areas. Such barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

#### 1.5 CONTRACTOR'S TEMPORARY FACILITIES

##### 1.5.1 Administrative Field Offices

The Contractor shall provide and maintain administrative field office facilities within the construction area at the designated site. Government office and warehouse facilities will not be available to the Contractor's personnel.

##### 1.5.2 Omitted

##### 1.5.3 Omitted



#### 1.5.4 Appearance of Trailers

Trailers utilized by the Contractor for administrative or material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers which, in the opinion of the Contracting Officer, require exterior painting or maintenance will not be allowed on the military property.

1.5.5 Omitted

1.5.6 Omitted

#### 1.5.7 Security Provisions

Adequate outside security lighting shall be provided at the Contractor's temporary facilities. The Contractor shall be responsible for the security of its own equipment; in addition, the Contractor shall notify the appropriate law enforcement agency requesting periodic security checks of the temporary project field office.

1.6 OMITTED

#### 1.7 PLANT COMMUNICATION

Whenever the Contractor has the individual elements of its plant so located that operation by normal voice between these elements is not satisfactory, the Contractor shall install a satisfactory means of communication, such as telephone or other suitable devices. The devices shall be made available for use by Government personnel.

#### 1.8 TEMPORARY PROJECT SAFETY FENCING

As soon as practicable, but not later than 15 days after the date established for commencement of work, the Contractor shall furnish and erect temporary project safety fencing at the work site. The safety fencing shall be a high visibility orange colored, high density polyethylene grid or approved equal, a minimum of 42 inches high, supported and tightly secured to steel posts located on maximum 10 foot centers, constructed at the approved location. The safety fencing shall be maintained by the Contractor during the life of the contract and, upon completion and acceptance of the work, shall become the property of the Contractor and shall be removed from the work site.

#### 1.9 PARTNERING

Following contract award, the Government intends to propose a voluntary partnering relationship with the Contractor. This partnering relationship will attempt to draw on strengths of each organization to facilitate communications and minimize delays to achieve a quality product, within budget, and on schedule. Participation in such partnering activities may include attendance at coordination meetings and cooperation in other efforts to promote the partnering relationship. The Government and the Contractor will each bear their own costs for participation in the partnering relationship, with no change in the contract price. Participation will not result in any change in the terms or price of the contract.

#### 1.10 INSTALLATION REGULATIONS

The employees of the Contractor will be required to abide by all installation regulations as published by the Commanding Officer. A copy of these regulations can be obtained from the Area/Resident Engineer at the installation. All costs in connection therewith shall be included in the contract price for the work. All costs in connection therewith shall be included in the contract price for the work.

#### 1.10.1 Special Radioactive Material Requirements

Contractors or subcontractors wishing to bring Radioactive Material (RAM) on base must obtain approval from the Installation Radiation Safety Officer (RSO) or the alternate RSO. RSO is located in Bioenvironmental Engineering Office, B-513, (910) 394-7927. Request should be submitted at least 30 days before planned date of scheduled work. Bio will provide listing of requirements upon request.

##### 1.10.1.1 Special Hazardous Materials/Chemicals Requirements.

Hazardous Materials/Chemicals - contractors/sub-contractors need to provide a list of all chemicals, including the accompanying MSDS, they plan to bring onto the installation. Pope instruction detailing this should be approved before this contract starts. Additional questions on this topic should be forwarded to Ms. Omega Weeks, CEV, x4397.

#### 1.11 TESTING LABORATORIES

Testing is required to be performed by the Contractor as part of his Quality Control Program to verify contract compliance. This Quality Control Testing is to be conducted by a project or commercial laboratory which has been found adequate and qualified by a Corps of Engineers Division Laboratory Inspection Team. The laboratory shall maintain an on-site (soils testing only) test facility with a certified materials technician to meet all testing requirements.

##### 1.11.1 Approved Testing Laboratories

A composite listing of approved testing laboratories within the South Atlantic Division is available upon request. The Contractor should engage the services of a laboratory contained in the composite list. Contractors may obtain the list by calling (912) 652-5236 or (770) 919-5296.

##### 1.11.2 Other Laboratory Services

The Contractor may engage the services of a laboratory other than those approved by Corps of Engineers Division Laboratory Inspection Team if they comply with the following:

- a. The Contractor identifies and proposes the unapproved laboratory a minimum of 90 days prior to the start of testing. This time is necessary to allow for scheduling an inspection by a Corps of Engineers Division Laboratory team. The time for Government inspection will not be the basis for an increase in the contract performance period.
- b. All costs of Government inspection shall be the responsibility of the Contractor.
- c. The Contractor may request Government inspection and approval prior to award by forwarding a written request to:

US Army Engineer District, Savannah  
Environmental and Materials Unit  
ATTN: Mike Wielputz  
200 North Cobb Parkway  
Building 400, Suite 404  
Marietta, GA 30062

## 1.12 "AS-BUILT" RECORD DRAWINGS

### 1.12.1 Masters

The Contractor shall be responsible for maintaining one set of master prints on the job site, on which he shall keep a careful and neat record of all deviations from the original contract drawings which are made to each phase of construction as the work progresses. The Contractor is responsible for noting all changes and corrections on these record drawing prints promptly as the changes occur, but in no case less often than on a weekly basis. The record drawing prints which are maintained shall indicate all changes and modifications incorporated into the work as well as the following:

#### 1.12.1.1 Subsurface Utility Lines

Actual location of all subsurface utility lines. Type of materials actually installed, major sizes of lines, etc. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered or obscured, the record drawings shall show, by offset dimensions to two permanently fixed surface features, both ends of each run each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensions along the utility run from a reference point. The average depth below the surface of each run shall also be recorded.

#### 1.12.1.2 Shop Drawings

Any shop drawings which constitute part of the design shall be included with the record drawings.

#### 1.12.1.3 Manufacturer and Model Number

The manufacturer and model number of all major items of equipment shall be shown on the record drawings

#### 1.12.1.4 Additives

Upon completion of all construction, the Contractor will delete all references to unawarded additives shown on the contract drawings.

### 1.12.2 Notated prints

These notated prints shall be certified as to their correctness by the signature of an authorized representative of the Contractor and turned over to the Resident Contracting Officer not later than 10 days after final acceptance of the work by the Government. Marked-up prints shall be reviewed for approval by the Resident Contracting Officer and returned for corrections as necessary.

### 1.12.3 Final Revised As-built Drawings

Final revised as-built drawings will be made by the Government by transferring all corrections the Contractor has noted on the set of master prints to the original contract drawings.

1.13 OMITTED

1.14 ENVIRONMENTAL EVALUATION FOR SITE CONTAMINATION - CATEGORY II

1.14.1 Contractual Responsibilities of All Parties in the Event of Encounter with Contamination

If the Contractor encounters materials or conditions which indicate that there may be contamination on the site, the Contractor shall stop all work on the job site and report the discovery of the contaminants to the Contracting Officer's Representative (COR). The COR, will issue a written order to the Contractor to resume work or to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government as provided in FAR 52.212-12 - SUSPENSION OF WORK. The Government will be responsible for making an assessment of the contaminated site if this course of action is determined to be appropriate. After the assessment has been completed, the Government reserves the right to the following courses of action:

- a. Direct the Contractor to resume work.
- b. Clean up the contaminated site prior to directing the Contractor to resume work. The COR will determine whether the cleanup is to be accomplished by others or the Contractor.
- c. Relocate the project site.
- d. Terminate the contract for the convenience of the Government as provided in FAR 52.249-1 - TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) or FAR 52.249-2 - TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) - ALTERNATE I as applicable.

1.15 CONSTRUCTION SCHEDULE RESTRAINTS

1.15.1 Occupancy

The work to be performed is to be accomplished on an active airfield which will remain operational during the course of construction. It is the intent of these provisions to provide for maximum coordination between construction activities pursuant to this contract and concurrent ongoing routine activities of base personnel. Interference with and inconvenience to the occupants or routine of the facility shall be held to an absolute minimum.

1.15.2 Protection

Contractor is responsible to provide such covering, shields and barricades as are required to protect building occupants, equipment, stores, supplies, etc., from dust, debris, weather intrusion, water, moisture or other cause of damage resulting from construction.

1.15.3 Phasing and Sequence

#### 1.15.3.1 General

In addition to the submittals required by clause SCHEDULES FOR CONSTRUCTION CONTRACTS (see SECTION 00700, FAR 52.236-15) the Contractor shall submit for approval a summary work schedule setting forth schedule dates for initiation and completion of construction in each work area. No work shall be performed prior to approval of this schedule and all work shall be performed in strict adherence thereto. If departures from this schedule appear to be required or desired, the Contracting Officer shall be promptly notified and his approval will be required prior to implementation of said departure(s).

#### 1.15.3.2 Special Work Restraints

Construction activities will not be permitted within 500' from the edge of active taxiways or 1000' from the edge of the active runway without prior permission and/or special scheduling, by Pope AFB airfield operations. In case of emergency, airfield contractor shall be prepared to evacuate area within 30 minutes.

Airfield lighting control system must be operational or the airfield lighting system should be able to be manually turned on within 15 minutes' notification from the tower (with the exception of the approach lights.) The airfield lighting control system and runway edge lights shall be complete and usable prior to the Contractor completing work on that system or portion of the system.

#### 1.15.4 Time of Performance

##### 1.15.4.1 Work Requiring Outages

Work requiring outages of utility systems will be accomplished after normal working hours and/or on weekends in accordance with prior approved schedule(s).

Contractor shall coordinate airfield lighting control system and runway edge light work with Administrative Contracting officer and Pope AFB airfield manager. The work shall occur during low/no scheduled flying operations. The contractor is to anticipate the runway edge light work will be done primarily on the weekends typically starting approximately 1600 hours on Fridays through 0530 hours on Mondays. Other schedule arrangements may be possible, but are not to be relied upon for scheduling purposes.

##### 1.15.5 Outages

Contractor's work requiring outages of utility systems will require 2 weeks' advance notice and will be subject to the approval of the Contracting Officer. Notice shall include type of outage, date, and time outage will commence and estimated duration of outage. Contractor will be held responsible for unauthorized utility disruptions that cause damage or loss to the Government's real property, equipment, or operations. The Contractor will be held responsible for utility disruptions that extend beyond this period.

Limits of Duration:

Electricity ----- 4 hours

#### 1.15.6 Continuity

All tools, labor and materials required to complete any item of work within a given work area or requiring an outage of any utility system shall be available at the site prior to commencement thereof. Once work has commenced on an item of work, said work shall be continuously and diligently performed to completion and acceptance.

#### 1.15.7 Permits

##### 1.15.7.1 Excavation Permits

A Digging Permit, AF Form 103, shall be presented to the Resident Engineer and approved by the Base Civil Engineer 7 working days prior to any excavation that penetrates the ground by 6 or more inches. The Contractor shall contact the Resident Engineer's Office for an appointment for spotting of utility lines. A signed copy of the digging permit shall be kept on site at all times. Utilities shown are taken from as-built utility maps and topographic surveys and are considered to be approximate locations. Prior to excavating, the Contractor shall locate and mark all utilities. The Contractor shall be responsible for damage to any utilities indicated to remain or for any unscheduled utility disruptions due to his operations.

##### 1.15.7.2 Landfill Permits

A permit is required to use the Fort Bragg landfill for construction debris. Landfill permits shall be processed with the Environmental Branch of the PWBC Environmental and Natural Resources Division through the Contracting Officer. Permits are issued for the life of the specific contract only. Landfill may only be used on the project for which the permits are issued. The Contractor shall keep a copy of the completed permit with the vehicle throughout the contract operation. Copies of the landfill permit forms will be provided at the Preconstruction Conference. Contractor must comply with reporting recycled and landfilled quantities in accordance with Section 01564 Environmental Protection During Construction. The landfill location is shown on the drawings.

#### 1.15.8 Construction/Site Management for Construction of AMC Installation

##### 1.15.8.1 General

The following criteria describes the standards that must be attained on all construction sites at all Air Mobility Command bases. The criteria relates to the appearance of the construction site during the construction cycle, to temporary administration and storage areas and service facilities as needed for execution and completion of the work.

- a. Storage Sites: The Contractor shall be given two sites; the primary construction site and a supplemental storage site. The supplemental storage site may not be in close proximity of the construction site but shall be at a site designated on the drawings or by the base civil engineer at the Preconstruction Conference. The primary construction site will be the location of the construction.

A visually acceptable site is required. A clean, well kept site will ensure proper compliance with the safety and environmental requirements of this contract. Contractor's trailers or storage buildings shall be painted in accordance with the base standards and be kept in a good state of

repair. Failure of the Contractor to maintain the trailers or storage building in a good condition will be considered sufficient reason to require their removal. The Contractor will be responsible for the security of his property and general housekeeping of the area(s).

b. Site Plan: The Contractor shall submit to the Contracting Officer, for approval prior to the start of work, plans showing the layout and details of all temporary facilities to be used for this contract. The plan must be approved by the base civil engineer. The plan, as a minimum, shall include the location and alignment of the safety and construction fences and location of all site trailers, equipment and material storage areas, construction entrances, trash dumpsters, temporary sanitary facilities, and workers' parking areas. If required, photographs of the site prior to the start of work shall be included with the plan. After completion of the work, the Contractor shall remove the facilities from the site and restore the site to the original condition.

c. Dirt/Dust Control Plan: The Contractor shall submit truck and material handling routes and a plan for controlling dirt, debris, and dust from accumulating on base roadways the Contractor uses for any purpose. The plan, as a minimum, shall identify the subcontractor and equipment to be used for cleaning along the haul route roadways and measures to be used to reduce dirt, dust, and debris from roadways. (Including FOD). Plan should be included in Environmental Protection Plan in accordance with Section 01564 Environmental Protection Plan During Construction.

#### 1.15.8.2 Contractor's Temporary Facilities

a. Administrative Field Offices and Material Storage Trailers: Contractor's administrative field office and storage trailers shall be in new or like new condition and be the base standard color on the exterior (Federal Standard Color FS-23531 or Sherwin Williams SW-1099, Knubby Wool). Trailers will include "skirts" that will prevent storage of material under the trailers. All trailers and other temporary structures used as field offices to house personnel or for storage shall be anchored to the ground in accordance with base standards.

##### b. Material Storage Area:

(1) Supplemental Storage Area: The Contractor will use this for storage of items not immediately required at the construction site. Contractors will be responsible for the security of their property and general housekeeping of the area.

(2) Primary Storage Area: The storage at the site will be limited to the materials that are needed to be used within 2 weeks. The storage area will be enclosed by a construction fence as described in paragraph Construction Safety Fence.

(3) Dumpsters: Dumpsters shall be equipped with a secure cover, painted Federal Standard Color FS-20059 or Sherwin Williams SW-1049, Belgian Chocolate, and be free of graffiti. The cover shall be closed at all times, except when being loaded with trash and debris. Dumpsters will be located behind the construction fence or out of the public view. Site dumpsters shall be emptied at least once a week or as needed to keep the site free of debris and trash.

(4) Trash Containers: The trash containers shall be 55 gallons in capacity, painted Federal Standard Color FS-20059 or Sherwin Williams 1049 and free of graffiti. The trash container will be located behind the construction fence or out of the public view. Trash containers shall be emptied at least once a day. The number of trash containers required shall be as needed to keep the site clean as determined by the Contracting Officer.

(5) Temporary Sanitation Facilities: All temporary sewer/sanitation facilities shall be self-contained units with both urinals and stool capabilities. The units shall be sufficiently ventilated to control odors and fumes and should be emptied and cleaned at least a every week or more often if required by the Contracting Officer. The doors should be self-closing. the exterior of the unit shall be Federal Standard Color FS-23531 or Sherwin Williams SW-1099, Knubby Wool. The facility will be located behind the construction fence or out of the public view.

(6) Omitted.

(7) Grass Cutting: Any grass (or annual grass) within the construction and storage sites shall be cut to a 2-inch height at least once a week during the growing season. The grass around the fences shall be trimmed at time of grass cutting to keep a neat appearance. If a construction or safety fence is not used for a specific reason approved by the base civil engineering representative then any grass or annual weeds within the construction area shall be maintained in a similar fashion as previously described. Grass or weeds growing on stockpiled earth shall be maintained as described above.

#### 1.15.9 Construction Site

The construction site is adjacent to an active airfield. The Contractor shall secure all loose objects from becoming foreign object debris (FOD) on the airfield. Sweeping and cleaning of airfield pavements will be done as necessary to remove any foreign objects or debris resulting from construction operations. This requirement will be strictly enforced. Compliance failure may result in partial stoppage of work in affected areas until cleanup is performed.

#### 1.15.10 Airfield Provisions

Airfield provisions apply when working with 1000" of the airfield, runways, etc. There will always be ONE active runway during the construction period. The Contractor must be in constant radio communication with the tower.

##### 1.15.10.1 Communications

Communications capability between the Contractor and the control tower shall be furnished by the Contractor. The Contractor shall provide a minimum of two two-way radio transceivers capable of operating on control tower frequency for his use during the construction period. The Contractor shall monitor this frequency at all times when working in the active area. These radios shall be owned and maintained by the Contractor during the construction period. The Contractor shall be required to remove the tower frequency when this project is completed. The control tower frequency shall not be used except for work on the airfield during this project.



#### 1.15.10.2 Airfield Safety

Work directly adjacent to or on the runway shall only be conducted during nonflying days and with the prior coordination of the Contracting Officer and Airfield Management (Base Operations), OSAA. The Contractor and/or subcontractor(s) shall be held strictly accountable for any actions by employees detrimental to the safe conduct of flying operations. The Contractor provide radios during this project. The Contractor shall also provide adequate hearing protection in the airfield area and within the project limits.

#### 1.15.10.3 Severe Weather Warning Requirements

When notified by the Contracting Officer or the Base Operations Officer that a severe weather warning alert has been issued for the area in which the contract is being executed, the Contractor shall immediately take necessary action to tie down and secure all materials on the job site that could become missiles as a result of strong surface winds, thunderstorms, etc. This requirement also includes all nonregular working periods such as nights, Saturdays, Sundays, and holidays.

#### 1.15.10.4 Safety Precautions

The Contractor, before starting work, shall request the Contracting Officer to schedule a briefing from the Base Operations Officer and the Safety Office. The briefing will review the above safety requirements and cover any additional local safety precautions related to the work under this contract.

- 1.16 Omitted
- 1.17 Omitted
- 1.18 Omitted
- 1.19 Omitted
- 1.20 Omitted
- 1.21 Omitted
- 1.22 Omitted
- 1.23 Omitted
- 1.24 Omitted
- 1.25 Omitted
- 1.26 Omitted
- 1.27 Omitted

#### 1.28 REQUEST FOR INFORMATION (RFI) SYSTEM

The Government has developed an electronic database, the Request for Information (RFI) System, to track and answer Contractor questions and requests for information and clarification during construction. The use of the RFI System for all requests (the Contractor's as well as the subcontractors'/suppliers') is a contractual requirement for this project. The Contractor will enter the system over the Internet using any WEB browser and any Internet service provider. The Government will provide the Contractor a user identification and password for the system that will only allow the Contractor to enter and view the requests for this project. The Contractor will provide the Government the E-mail address for the individual(s) inputting into the system in order that E-mail messages can be sent from the Government to the Contractor indicating a response to the request. The Government will provide training in the use of the software, which is a Lotus NOTES application. The Contractor will enter all requests indicating the question, recommended solution (if applicable), and needed

response date. The Government will be notified through an E-mail message that the Contractor has entered a request into the system. When the Government has answered the request, an E-mail message will be sent to the Contractor, informing the Contractor that the answer to the request is in the system. The Contractor will enter the system to retrieve the answer using the same procedure to enter the question. The RFI System assigns a unique number to each request. The Contractor will not be reimbursed separately for the required use of this system. The Contractor shall include any costs associated with the use of this system into the appropriate bid item.

#### 1.29 PROGRESS PHOTOGRAPHS

The Contractor shall, during the progress of the project, furnish the Contracting Officer progress digital photographs to depict progress of construction. The photographs slides shall be taken between the 1st and 5th day of each month and be delivered to the Contracting Officer not later than the 20th day of the same month taken. The photographs shall be taken from not less than six positions for each month as selected by the Contracting Officer. They shall show, inasmuch as practicable, work accomplished during the previous month. Photographs shall be delivered in electronic form on CD in JPG format. Each CD shall be identified showing date made, contract title and number and a brief description of work depicted. No separate payment will be made for these services and all costs in connection therewith shall be considered incidental to costs of the overall project.

#### 1.30 CLEANUP

Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Any dirt or mud which is tracked onto paved or surfaced roadways shall be cleaned away. Materials resulting from demolition activities which are salvageable shall be stored within the fenced area described above or at the supplemental storage area. Stored material not in trailers, whether new or salvaged, shall be neatly stacked when stored.

#### 1.31 RESTORATION OF STORAGE AREA

Upon completion of the project and after removal of trailers, materials, and equipment from within the fenced area, the fence shall be removed and will become the property of the Contractor. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse grassed areas shall be removed and the area restored to its original condition, including top soil and seeding as necessary.

#### PART 2 PRODUCTS (NOT APPLICABLE)

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CEGS-01564/S (February 1997)

## SECTION 01564

### ENVIRONMENTAL PROTECTION DURING CONSTRUCTION 02/97

#### PART 1 GENERAL

##### 1.1 INTRODUCTION

This section covers requirements for environmental pollution prevention and damage to the environment as the result of construction, demolition, and renovation operations under this contract and for those measures set forth in other technical provisions of these specifications. Environmental pollution and damage to the environment is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare, and unfavorably impacting ecosystems or degrade the utility of the environment for aesthetic, cultural, and/or historical purposes. The control of environmental pollution and impacts requires consideration of the potential effects of an action upon air, water, and land resources, and includes management of visual aesthetics, natural and cultural resources, noise levels, solid waste, dust, hazardous waste, toxic waste, and radioactive materials, as well as other pollutants.

##### 1.2 QUALITY CONTROL

The Contractor shall establish and maintain quality control for environmental protection of all items set forth herein. The contractor shall record on daily reports any problems in complying with laws, regulations, permit requirements, ordinances, and corrective action taken. The Contractor shall immediately inform the Contracting Office (CO) and the 43d Civil Engineer Environmental Office (43 CES/CEV) of any environmental problem.

##### 1.3 KNOWLEDGE OF ENVIRONMENTAL REQUIREMENTS

The Contractor is responsible for being knowledgeable of and complying with all applicable federal, state, and local laws, regulations, permit requirements, and Air Force policy. Whenever there is a conflict among federal, state, and local laws, regulations, and permit requirements, the more restrictive provision shall apply.

##### 1.4 CONTRACTOR COMPLIANCE

###### 1.4.1 Permits

The Contractor shall comply with all requirements under the terms and conditions set forth in any and all permits issued for work under this project by any local, state or federal agency. (e.g., NCDENR Erosion and Sedimentation Control Permit, NCDENR Asbestos Abatement permit, 401 water quality permit, NCDENR Air quality, NCDENR Sanitary Sewer Permit, NCDENR Solid Waste Landfill Permit, U.S. Environmental Protection Agency Permit, etc.). Any changes to permits must be justified and coordinated with 43 CES/CEV and the appropriate regulatory agency.

#### 1.4.2 Contacts with Regulators and Fines

The Contractor shall inform the 43 CES/CEV of any contact with regulators, including copies of correspondence, site visits and inspections. If a permit requires mitigation, that mitigation shall be coordinated with the 43 CES/CEV. The Contractor shall be liable for any costs, assessments, fines, legal fees, etc., that the Air Force may incur resulting from actions or responsibilities of the Contractor.

#### 1.4.3 Subcontractors

Assurance that subcontractors comply with the environmental protection requirements of this section will be the responsibility of the prime Contractor.

### PART 2 PRODUCTS (NOT APPLICABLE)

### PART 3 EXECUTION

#### 3.1 SUBMITTALS

The following shall be submitted in accordance with Sections SUBMITTAL DESCRIPTIONS and/or SUBMITTAL PROCEDURES. Within 10 calendar days after the date of Notice of Award, the Contractor shall submit in writing an Environmental Protection Plan that must be approved by the Contracting Office with input from the 43 CES/CEV prior to starting construction. The Contractor shall submit monthly environmental reports by the 5th day of each month throughout the length of the contract. These monthly reports will include information on contractor chemical use; recycling; disposal of chemicals and disposal of discarded materials; erosion control activities and dates including species seeded/planted and nursery/manufacture source; hydro-seeding or mulch projects; installed erosion control products; spills, abatement and reporting; and landscaping activities to include dates, species, type and nursery sources. Sample forms to provide Contractors guidance are included at the end of this section of these specifications.

#### 3.2 ENVIRONMENTAL PROTECTION PLAN

The Contractor's Environmental Protection Plan shall include, but is not limited to, the following:

##### 3.2.1 Legal Requirements

A list of federal, state, and local laws, regulations, and permits concerning environmental protection and pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations, and permits shall be included. Whenever there is a conflict between federal, state, or local laws, regulations, and permit requirements, the more restrictive provision shall apply. This submittal is for the Air Forces's information only and does not absolve the Contractor from procuring and implementing all necessary permits and complying with all environmental regulations.

##### 3.2.2 Protection of Features

The Contractor shall prepare a listing of methods to protect resources needing preservation within and near authorized work areas. These include,

but are not limited to, natural vegetation such as trees, shrubs, vines, grasses, and ground cover; landscape features; air and water quality; fish and wildlife; habitat; sensitive species; soil; and historical, archaeological, and cultural resources.

### 3.2.3 Environmental Protection Procedures

Procedures to be implemented to provide the required environmental protection and to comply with the applicable laws and regulations shall be included. The Contractor establish procedures to be followed to correct pollution of the environment due to accident, natural causes, or failure to follow the procedures set forth in the Environmental Protection Plan.

### 3.2.4 Erosion and Sedimentation Control Plan and National Pollutant Discharge Elimination System (NPDES) Permit

- a. When the total area of land disturbed is 1 acre or more in size, the Contractor shall apply for coverage under the North Carolina "General NPDES Storm Water Discharge Permit for Construction Activities" from the Division of Water Quality of the North Carolina Department of Environment and Natural Resources (NCDENR) by submitting a completed Notice of Intent for their approval. In order for NC to approve coverage under this General Permit, the Contractor must submit a Storm Water Pollution Prevention Plan (SWPPP) with an "Erosion and Sedimentation Control Plan" for approval by the North Carolina Division of Land Resources. The contractor must comply with the conditions of the permit issued by NCDENR and implement the requirements of the SWPPP in accordance with North Carolina Administration Code, Title 15, Department of Natural and Economic Resources, Chapter 4, Sedimentation Control. The Contractor shall be responsible for taking all actions necessary to comply with the erosion control laws and implementing the permit. When the area to be disturbed is less than 1 acre, a formal plan is not required; however, erosion and sedimentation control measures will be implemented as needed to minimize pollution of water resources.
- b. If the project is already covered by such Permits and Plans, the Contractor shall abide by such IAW section 1.4. The Contractor shall coordinate such applications, plans, and permits with the CO and 43 CES/CEV.
- c. Ground cover must be reestablished early in the project rather than being reserved as the last item of work. Over 85% of the final ground cover must be established by the time the Contractor demobilizes. Final retainage will not be released until 100% of the final ground cover is established by the Contractor.

### 3.2.5 Oil and Hazardous Materials Spill Prevention and Contingency Plan

The contractor shall develop a plan to prevent releases/spills of oil or hazardous materials to be used on the project. The plan shall indicate methods the contractor will use to restore any damage to the environment caused by any release of oil or hazardous material on the project site. Revegetation of the site shall be done as appropriate for the proximity of the spill near to the airfield. The plan will also contain an inventory of the type, amount and location of hazardous chemicals the contractor will have on the job site at any time.

- a. IAW POPE132-102, paragraph 5.1.6, "The Contractor is responsible for the proper use, storage, and disposal of contractor-caused oil spillage in accordance with Pope AFB Facility Response Plan, Person/discovering the emergency will take all steps possible to immediately alert others in the area, shut down all fuel operations (if appropriate), notify the base Fire Department by dialing 911 from a base telephone or (910) 394-0911 from a cellular phone, and safely initiate steps to control the emergency and reduce the hazard."
- b. IAW POPE132-102, paragraph 5.1.7, "Any used oil spillage caused by the contractor while performing services under this contract shall be cleaned up immediately by the contractor according to the State of North Carolina guidance document: Disposal of Solid Residue from Petroleum Discharge Clean-ups. All contractor vehicles shall have spill control equipment and materials such as shovels, absorbents, and plastic bags. If the spill occurs on a concrete or asphalt surface, the contractor shall use an oil absorbent material on the spill and clean up the area until only a stain remains. Disposal of the contaminated material shall be as directed by the in contractor-furnished, aboveground, approved containers. The contractor shall provide a written report to the COR of any spills within one working day of the occurrence. The contractor shall take every precaution to prevent oil spillage from entering into the storm drains, sewers, creeks, or other water sources."

### 3.2.6 Affirmative Procurement Program

Describe in the Environmental Protection Plan how the Contractor will comply with Pope Air Force Base's latest version of the Affirmative Procurement Program Plan that provides guidance on environmentally preferable purchasing.

### 3.2.7 Drawings

- a. Drawings showing locations of any proposed temporary excavations or embankments of haul roads, stream crossings, material storage areas, temporary fuel tanks, sanitary facilities, and stockpiles of excess or spoil materials shall be included.
- b. The drawings shall include a work area plan showing the proposed activity for each portion of the area and identifying the areas of limited use or no use. The plan should include measures for marking the limits of use areas.
- c. As-builts shall include electronic ArcView shapefiles and CADD data-layer files in the format being used by 43 CES. These will be used to update Pope AFBs GIS and CADD database.

### 3.2.8 Environmental Monitoring Plan and Log

The Environmental Protection Plan shall include plans for monitoring environmental compliance for the job site, including land, wildlife, habitat, water, air, noise, hazardous and toxic wastes, hazardous materials and solid waste disposal. The monitoring log shall be available for inspection by the CO and 43 CES/CEV.



### 3.2.9 Foreign Object Damage Prevention

All contractors are responsible to comply with Pope AFB Instruction 21-111 (OPR is 43 WW/CVF). Specific areas of interest include the following: "A foreign object (FO) is any object that is alien to an area or system. Foreign object damage (FOD) is damage to aircraft, drones, space systems, support equipment, engines, components, or missiles (except ICBM's), caused by debris. Some examples of FOD are engine damage caused by ingestion of loose hardware, rocks, etc...and tires damaged by debris on the ramp or taxiway. The flight-line includes access roads, the paved areas around all hangars and nose docks, aircraft parking areas, the runway (including the overrun), all taxiways, the assault strip, compass row, wash rack, trim pad, test cell, end-of-runway, gun berm, and hush house. Maintenance areas include all hangars and nose docks, backshops, areas where aircraft parts are repaired, and where equipment is maintained that will be used on or around aircraft. The Program Objective is to eliminate potential FOD hazards. The Wing FOD Prevention Program is based on awareness and training with continuous individual and supervisory involvement. Professionalism is the key to any successful program. The overall program objective is ZERO FOD.

### 3.2.10 Implementation and Responsible Party

Include a statement identifying the Contractor's personnel responsible for ensuring the Environmental Protection Plan is implemented. This person(s) must have the authority to act for the Contractor in all environmental protection matters.

## 3.3 IMPLEMENTATION

The Contracting Office shall forward the Contractor's Environmental Protection Plan to the 43rd Civil Engineer Environmental Office (43 CES/CEV) for approval. Approval of the Contractor's plan will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants and other environmental protection measures in accordance with local, state and federal laws and regulations and Air Force policy.

## 3.4 NOTIFICATION

The Contracting Officer or his representative (Quality Assurance Evaluator) will notify the Contractor of any observed noncompliance with federal, state or local laws or regulations, permits, and other elements of the contractor's Environmental Protection Plan. This verbal notification shall be followed by a written notification of noncompliance. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and implement such action as approved. If the Contractor fails to immediately correct the noncompliance problem, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No contract period extensions or cost/damage recuperation shall be granted to the Contractor for any such suspension.

## 3.5 PROTECTION OF ENVIRONMENTAL RESOURCES

The environmental resources within the project boundaries and those affected outside the limits of work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his activities to area defined by the drawings and specifications. The Contractor's Environmental Protection Plan shall include proposed methods

of work to comply with the following subparagraphs.

### 3.5.1 Protection of Land Resources

1. Prior to any construction, the Contractor shall clearly mark the areas required to accomplish all work to be performed under this contract. Isolated areas within the general work area, which are to be saved and protected, shall also be clearly marked and/or fenced. The Contractor shall provide effective protection for land and vegetation resources at all times. The Contractor shall not remove, cut, deface, injure, or destroy land resources, including trees, shrubs, vines, grasses, topsoil except as indicated on the drawings or in the specifications without written permission from the Contracting Officer. No ropes, cables, or guy wires shall be fastened or attached to any trees for anchorage unless specifically authorized by the CO. Protect the rootzone of adjacent trees and shrubs by using protective orange fencing or similar protection to mark the outside of the dripline of protected trees/shrubs. Trees trunks, roots and vegetation outside the designated area shall not be impacted by construction, including piling supplies against trees, scraping trunks of trees, grading next to tree trunks, or parking vehicles within the rootzone. Monuments and markers shall be protected before construction operations begin. Where construction operations are to be conducted during darkness, the markers shall be made of appropriate reflective material to remain visible. The Contractor shall inform his personnel of the purpose of marking and/or protection of all necessary objects. Damage to protected areas and objects shall be repaired immediately by the Contractor at no additional cost to the Government.
2. Reduction of Exposure of Unprotected Erodible Soils: Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in instances where the constructed feature obscures borrow areas, quarries, and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments as needed to use the areas as approved by the Contracting Officer.
3. Temporary Protection of Disturbed Areas: Such methods as necessary shall be utilized to effectively prevent erosion and control sedimentation at all times including, but not limited to, the following:
  - a. Control of Runoff: Runoff from the construction site shall be controlled by construction of diversion ditches, benches, and silt basins; by check dams and berms constructed to reduce the velocity and divert runoff to protected drainage courses; and by any measures required by the area wide plans approved under paragraph 208 of the clean Water Act.
  - b. Sediment Basins: Sediment from construction areas shall be trapped in temporary or permanent sediment basin in accordance with basin plans shown on the drawings. They shall be constructed as indicated in the approved erosion control plan and permit to prevent sedimentation downstream or areas down-slope.
  - c. Borrow areas on Government property shall be managed to minimize erosion and to prevent sediment from entering nearby watercourses

or lakes.

- d. Spoil areas on Government property shall be managed and controlled to limit spoil to areas designed on the drawings and prevent erosion of soil or sediment from entering nearby waters.

### 3.5.2 Forest Resources

Merchantable timber and pine straw shall neither be cut nor removed from the construction site until it has been assessed by the Savannah District Timber Harvest Office in conjunction with 43rd Civil Engineer Environmental Office (43 CES/CEV) and the Ft. Bragg Natural Resources Division. The Savannah District Timber Harvest Office will be given adequate time to arrange for the sale and removal of timber and pine straw if it is deemed necessary. In the event the Savannah District, Civil Engineer Environmental Office (43 CES/CEV) and Ft Bragg Natural Resources Division determine the amount or quality of timber or pine straw is not merchantable, they will inform the Contracting Officer. The CO will then authorize the Contractor to remove these forest resources that are within the construction area.

### 3.5.3 Handling of Hazardous Materials

1. Shall be in accordance with POPEI 32-113, Hazardous Materials Management Process dated 13 March 2001. IAW paragraph 3.8, "The Pope AFB Contracting Office (43 AW/LGC) or other office executing the contract will ensure contractors report all planned use of hazardous materials on Pope AFB. HM used on Pope AFB, regardless of the source, contributes to the environmental reporting requirements of the base. The Contracting Office will ensure contractors prepare a Hazardous Materials Worksheet (attached) for each hazardous material proposed for use on Pope AFB. The Contracting Office will provide a copy of the worksheets to the HAZMART and CE HMCC thirty (30) days prior to beginning work on Pope AFB. A MSDA for each HM must be attached to each worksheet."

2. IAW POPE132-113, paragraph 3.8.4, "The Contractor will process all HM through the HAZMART or CE HMCC (as appropriate) as soon as the material is brought on base. The HM will be bar-coded and the contractor will report barcodes of material consumed to the HAZMART or CE HMCC on a quarterly basis and at the conclusion of the contract."

### 3.5.4 Disposal of Waste and Listing of Chemicals

The Contractor is responsible for proper use, storage, and disposal of chemical wastes in accordance with (IAW) the latest Pope AFB Hazardous Waste Management Plan (HWMP), latest Pope AFB Solid Waste Management Plan, and current Department of Transportation (DOT) Regulations, State of North Carolina and federal environmental laws. In addition to complying with these regulations, the contractor must provide the base HAZMART a listing of chemicals (including estimated quantities) and a material safety data sheet (MSDS) for each chemical to be used during the execution of the contract. The contractor must also coordinate with the base Fire Department and the Wing Safety Office for proper storage of flammables, corrosives and other hazardous chemicals. These requirements must be met prior to bringing chemicals on base.

1. Compatible Containers: Contractor must ensure that all chemical waste is stored in containers that meet the DOT specifications for

performance-oriented packaging. Hazardous wastes shall not be stored underground. Any release or spill to the environment will be immediately reported to the base Fire Department at 911 from a base telephone or 394-0911 from a cellular phone; Base Contracting Office, and to the 43 CES/CEV at (910)394-4195.

2. Recycling: The Contractor shall implement a recycling program (with an emphasis on recycling at the construction site) that includes separate collection of waste and recyclable materials. Based upon contract plans and drawings, the contractor shall estimate the quantities of available materials for recycling. The contractor shall provide a material dismantling sequence plan, a schedule of removal, and the estimated quantity of recyclable materials to the Environmental Flight, 43 CES/CEV, when the pre-construction meeting is held. The Contractor shall provide necessary equipment for the temporary storage and handling of C&D debris. Recyclable materials to be recovered shall include as a minimum the following items:

- (i) Asphalt
  - (ii) Concrete and concrete blocks (masonry units)
  - (iii) Metal, ferrous and non-ferrous
  - (iv) Green wastes (i.e. trees, bush, grass trimmings)
  - (v) Miscellaneous construction wastes (i.e. red clay brick, corrugated cardboard)
- Contractor shall coordinate his recycling efforts with the 43 CES/CEV Solid Waste Manager. Contractor is responsible for arranging collection by or delivery to the permitted Ft Bragg C&D Landfill and Transfer Station that accepts construction and demolition waste for the purpose of recycling. Prior to delivering materials, contractor shall familiarize itself with the specifications for acceptance of construction and demolition materials at recycling facilities or transfer stations. Contractor shall provide recycled materials data in pounds to the Solid Waste program Manager by the 5th day of each month throughout the length of the contract in the monthly environmental report.

3. Chemical Analysis: The Contractor is responsible for complying with 40 CFR Part 261 to determine which waste generated under this contract is regulated as hazardous waste. The Contractor is responsible for all sampling and analysis required to make this determination. All sampling and testing shall be done by state certified personnel in an EPA and state approved laboratory and IAW EPA approved methods for hazardous waste characterization. Contractor must coordinate confirmatory sampling with 43 CES/CEV 48 hours prior to any sampling events. After samples are taken, Contractor shall mark containers with the following information: The container identification number; contents of the container; contractors name/ phone number; the project name and number; "Awaiting Analysis", and "Date Sampled \_\_\_\_\_".

4. Non-hazardous Waste: Waste that has been certified as non-hazardous by the Contractor may be removed from project site. This waste shall be disposed of in accordance with all applicable State of North Carolina requirements and guidance. The Contractor shall address the disposal method and location of the disposal site for each chemical waste in the Environmental Protection Plan for the project.

5. Hazardous Waste: Contractor will follow the Requirements for Contractors as set forth in the PAFB Hazardous Waste Management Plan, Section 5.6.3. Removal shall be performed by a licensed hazardous waste hauler and transferred only to a licensed Treatment, Storage or

Disposal facility (TSD). The contractor will dispose of Hazardous Waste generated from this project unless it is specifically stated in the contract that the disposal will be the responsibility of the government. The contractor shall address the disposal method and location of the disposal site for each chemical waste in the Environmental Protection Plan for the project. Unless otherwise specified, disposal is the responsibility of the contractor who shall provide the following:

- (i) Provide a copy of each proposed transporter and/or facility permit prior to start-up of any work that may generate hazardous waste.
- (ii) Develop and provide a copy of each manifest to 43 CES/CEV ten working days prior to any proposed shipment of waste from the base.
- (iii) Coordinate with 43 CES/CEV for load inspection and signature on all manifests at least two workdays prior to a proposed shipment date.
- (iv) Ensure that signed manifests are returned to 43 CES/CEV, 560 Interceptor Road, Pope AFB, NC no later than twenty days after the shipment is removed from Pope AFB.

6. When disposal of Hazardous Waste is the responsibility of the government, the contractor shall provide the following:

- (i) Properly complete and provide CES/CEV a copy of the waste profile sheet IAW the base Hazardous Waste Management Plan (HWMP).
- (ii) Coordinate with the hazardous waste Centralized Accumulation Site (CAS) manage (910-394-1900) for transfer of wastes. The contractor shall be responsible to delivering the waste to the CAS in properly labeled and marked DOT approved containers.

7. Labeling: Each container of hazardous waste shall be immediately labeled with a hazardous waste label and marked with the contractors name and phone number, the container contents and the project name. Contractor shall immediately annotate the accumulation start date on each container of hazardous waste whenever the total volume of hazardous waste at the job site exceeds 55 gallons.

8. Container Management: The Contractor will maintain containers in accordance with Section 5.4 of the PAFB HWMP and inspect the containers weekly for signs of rust or deterioration. Inspection results shall be documented. Additionally, the U.S. Department of Transportations's proper shipping description shall be marked on each container before it is removed from Pope AFB. There will be no more than 55 gallons (or its equivalent) of hazardous waste at the project site for a period longer than 72 hours. Whenever the amount of hazardous waste at the project site exceeds 55 gallons, each container must be marked with an accumulation start date and the contractor must move the amount in excess of 55 gallons to the CAS for temporary storage. Contractor must make arrangements to ensure all waste stored at the CAS is shipped to an approved TSD facility no later than 60 days after the container(s) are placed at the CAS. During this 60 day time period, the contractor shall ensure all required profiles, sampling and analyses, manifests, etc. are properly completed in time to make the shipment.

9. Training: The Contractor shall ensure that all of his employees who handle hazardous waste are trained in the management requirements for hazardous waste. Each contractor employee who physically handles or manages hazardous waste shall receive Pope AFB specific training prior to beginning any project, which involves the management of hazardous waste. This training may involve up to 8 hours of classroom

instruction and testing and/or computerized self-study/testing.  
Contractor must contact 43 CES/CEV, 910-394-4195 to arrange for Pope AFB specific training.

### 3.5.5 Disposal of Discarded Materials

1. Discarded materials, other than those that can be included in the solid waste category, will be handled as directed by the Contracting Officer. Demolition debris shall be disposed of at the Fort Bragg demolition landfill on Lamont Road unless directed otherwise by the Contracting Officer. Materials contaminated by asbestos shall be placed in proper containers and disposed of in the asbestos section of the Ft Bragg sanitary landfill on Logsreet Road unless otherwise directed by the Contracting Officer. Contractor shall coordinate with the 43rd Civil Engineer Environmental Office and obtain a permit from the Ft Bragg Environmental/Natural Resources Division to dispose of materials in the landfills on Ft Bragg.

2. Monthly Reports of Disposal of Discarded Materials: Contractor shall document type and amount (in pounds) of materials discarded as a result of construction activities. Contractor shall organize this information by the following types: yard waste, construction/demolition material debris, regular refuse/trash, regulated hazardous waste, toxic waste (asbestos, PCBs) and non-regulated chemical waste. Contractor shall provide this information to the Solid Waste Manager by the 5th day of each month throughout the length of the contract in the monthly environmental report.

### 3.5.6 Disposal of Solid Wastes

Contractor shall comply fully with NC Solid Waste Management Rules and Regulations. Solid wastes (excluding clearing debris) shall be placed in containers, which are emptied on a regular schedule (at least weekly). Contractor shall not place any hazardous materials or hazardous wastes in containers with solid waste. Yard debris is also prohibited from being placed in solid waste containers.

### 3.5.7 Recyclable Materials

Contractors are reminded that NC Solid Waste Management Rules and Regulations prohibit the disposal of aluminum cans. In addition to North Carolina State law G.S. 130A-309.10(f), refer to paragraph 3.5.B.(6)(b) for additional requirements.

### 3.5.8 Preservation and Recovery of Historical, Archaeological, and Cultural Resources

1. Artifacts Discovered During Construction: If any historical or archaeological artifacts are encountered during Contractor operations, the Contractor shall cease all activity in the affected area and protect the artifact(s). The Contractor shall promptly notify the Contracting Officer and the Environmental Flight Cultural Resources Manager. An archaeologist may be employed to determine the significance of the findings and to consult with the State Historic Preservation Officer. The significance of the findings shall be determined prior to authorizing the Contractor to resume operations in that area.

2. Cultural Resources Protected by Law; Cultural resources on federal

property are protected and managed by the Archaeological Resources Protection Act of 1979, and other applicable laws. Collection for personal use is not authorized. Violations could subject contractor personnel to civil and criminal penalties.

### 3.5.9 Protection of Water Resources

1. The Contractor shall keep Construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. Special management techniques shall be implemented to control water pollution by any construction activities that are included in the performance of this contract.

2. Monitoring of Water Resources: Monitoring of water resources and wetlands affected by construction activities shall be the responsibility of the Contractor. During construction, action will be required to maintain buffer areas and soil erosion control measures near water areas/wetlands that could be adversely affected by construction activities. Wetlands shall not be disturbed/impacted without obtaining a permit from the U.S. Army Corps of Engineers, Wilmington District Wetlands Enforcement Office.

3. Washing and Curing Water: Wastewater directly derived from construction activities shall not be allowed to enter water areas. This wastewater shall be collected and placed in retention ponds where suspended material can be settled out or the water evaporates so that pollutants are separated from the water. These pollutants will be removed and the area restored to preconstruction conditions.

4. Cofferdam and Diversion Operations: The contractor shall plan his operations and perform all work necessary to minimize adverse impact or violation of the water quality standard for receiving streams (e.g., Tank Creek). Construction operations for de-watering, removal of cofferdams, tailrace excavation, and tunnel closure shall be controlled at all times to limit the impact of water turbidity on the habitat for wildlife and impacts on water quality for downstream use.

5. Stream crossings shall be controlled during construction Crossings shall provide movement of materials of equipment, which do not violate water pollution control standards of the Federal, State or local agencies.

6. Monitoring of water areas affected by construction activities shall be the responsibility of the Contractor. The Contractor shall monitor all water areas affected by construction activities.

### 3.5.10 Protection of Wildlife, Fish Sensitive Plants and Habitat

1. The Contractor shall keep construction activities under surveillance, management, and control to minimize interference with, disturbance to, and damage of wildlife, fish, sensitive plants and habitat. In addition, the Endangered Species Act requires that federally-listed species and their habitats be protected; similar state acts require conservation and protection of state-listed species; and Air Force Instruction 32-7064 requires conservation and protection of certain species and habitats. Information concerning any Pope AFB species or habitat that requires specific attention, along with measures for their protection, shall be obtained from the 43rd Civil Engineer Environmental Flight.

2. Various haul routes and roads on Fort Bragg are adjacent to rare, threatened, or endangered plant and animal species as well as other sensitive habitats. The red-cockaded woodpecker (RCW) (*Picoides borealis*) is an endangered bird that is often of concern to construction activities. Other protected plant and animal sites may be located near contractor-used roads. The contractor should be aware of posted signs denoting protected sites as well as trees painted with white bands. Parking, digging, storage of construction materials and other habitat impacts are not permitted in protected areas. Molesting a protected species or damaging their habitat is a violation of law or regulation. For more information about protected species on Fort Bragg, contact the Fort Bragg Endangered Species Branch.

### 3.5.11 Protection of Air Resources

1. The Contractor shall keep construction activities under surveillance, management, and control to minimize pollution of air resources. All activities, equipment, processes, and work operated or performed by the Contractor in accomplishing the specified construction shall be in strict accordance with State of North Carolina and federal emission and performance laws and standards. Ambient Air Quality Standards set by the Environmental Protection Agency (EPA) shall be maintained for all construction operations and activities. The Contractor shall have sufficient functional equipment available to accomplish the task.

2. Particulates: Dust particles, aerosols, and gaseous by-products from all construction activities and the processing and preparing of materials, such as from asphalt batch plants, shall be controlled at all times.

3. Odors: Odors shall be controlled at all times from all construction activities, processing, and preparation of materials.

4. Air Quality: Monitoring of air quality shall be the responsibility of the Contractor. The Contractor as directed by the Contracting Officer shall monitor all air areas affected by the construction activities.

5. Air Permits: Any new construction project which involve the installation of parts degreasers, paint booths, bead blasters, wood cyclones, boilers or like equipment must be coordinated through the 43 CES/CEV, Air Program Manager. An air permit may be required. If so, the permit must be obtained prior to the start of construction. The 43 CES/CEV is the base's office of primary responsibility for air permits (910-394-4195).

6. Asbestos Containing Material (ACM): The Contractor shall ensure that all areas requiring demolition, cutting, breaking or other alterations has been identified as either containing asbestos or no asbestos present. Should asbestos be present, the abatement of such materials will be removed and disposed of by persons accredited by the North Carolina Department of Environment and Natural Resources (NCDENR) and in accordance with NCDENR publication NC Asbestos Requirements, Procedures. Obtaining an asbestos removal permit is the responsibility of the contractor. A copy of the state approved asbestos removal permit and any revision will be provided to 43 CES/CEV prior to the removal activity starting. Additionally, a completed copy of all



asbestos manifests for disposal of asbestos materials will be provided to 43 CES/CEV. Asbestos bags will be clearly marked with the generators name and location. The asbestos material must be taken to a landfill that is state permitted for acceptance of asbestos waste. Prior to removing asbestos waste from Pope AFB, the contractor shall provide a copy of the approved manifest to 43rd Civil Engineer Environmental Office (43 CES/CEV) and shall make the shipment available for inspection by the government. The contractor shall ensure a copy of the manifest signed by the accepting facility (landfill) is returned to 43 CES/CEV no later than 20 days after the asbestos waste is removed from Pope AFB. In the event the removal schedule changes, the Contractor shall inform the CES/CEV Asbestos Program Manager with details of those changes as soon as possible.

7. Lead Based Paint (LBP): Contracts to prepare previously painted surfaces for repainting must address LBP through sampling and analysis. Contractors must submit a Lead-Based Paint Abatement Permit Application (dated July 1999) to the Health Hazards Control Unit, NCDHHS-Division of Public Health, 1912 Mail Service Center, Raleigh, NC 27699-1912 and a copy to CES/CEVQ. In addition, contractors are responsible to pay the permit fee. Particular attention and paint analysis is required for exterior facility surfaces that are flaking and peeling. Where LBP is identified for removal or refinishing, the contractor must ensure this work is done in accordance with the OSHA Interim Final Lead in Construction Standard (29 CFR 1926.62) and state approved abatement procedures. Whenever the final rule is implemented, the contractor shall comply with it. This includes, but is not limited to, providing hazard communication training and ensuring that protective equipment is appropriate for the type of LBP removal/encapsulation specified in the contract. Measures shall be employed by the contractor to capture/containerize all debris from interior and exterior work which results in the disturbance of surfaces containing LBP. Hazardous waste generated from such projects must be managed in accordance with section 3.5.B.(6)(e) of this specification, the Pope AFB Hazardous Waste Management Plan and 40 CFR part 260-268.

8. Ozone Depleting Substances (ODS): The base Contracting Officer must verify that contracts do not include a requirement to use ODSs or any requirement that can be met only through the use of ODSs, without approval of the waiver approval authority (e.g. AF/LG, AF/CE, or SAF/AQ). The purging of ODS equipment (e.g. air conditioner, refrigerant units, fire protection systems etc.) is required prior to repair, removal, or demolition. The ODSs remain the property of Pope AFB. If purging the equipment is not included in the contract, the 43 Civil Engineer Operations Flight must be contacted to accomplish this task.

### 3.5.12 Reduction of Sound Intrusions and Noise

The Contractor shall keep construction activities under surveillance and control to minimize disturbances caused by excessive noise. Equipment shall have properly operating noise-muffling devices for the entire length of the contract.

### 3.5.13 Application of Pesticides

1. The Contractor shall apply all pesticides in accordance with the requirements of the Federal Insecticide, Fungicide, and Rodenticide Act, using pesticides approved by the EPA and by following the

manufactures' instructions on the label. Contractor shall coordinate application of pesticides during construction with the 43rd Civil Engineer Operations Flight Entomologist.

2. Licensing and Certification: All Pesticide applications shall be performed by a Contractor certified in the EPA category or categories that cover the work to be performed and shall hold a valid business license. For work on Pope AFB, the Contractor shall be certified and licensed by the State of North Carolina. The Contractor shall present evidence of such licensing and certification to the Contracting Officer for approval prior to beginning work under this contract

### 3.6 POST-CONSTRUCTION CLEANUP

The Contractor shall be responsible for cleaning up all areas affected by the construction and restoring them to at least their original condition to include landscaping; planting of trees, sod, and shrubs damaged by construction; and raking and disposal of debris such as roofing shingles, paper, nails, glass, sheet metal, bricks, and waste concrete. Backfilled areas shall be machine-compacted and replanted with Bermuda grass as long as the work does not cause a flight-line operational concern. Construction debris shall be removed and properly disposed of. Culverts and drainage ditches with sediment from the construction area shall be cleared routinely to maintain proper drainage and re-cleaned prior to completion of the contract.

### 3.7 RESTORATION OF DAMAGED LANDSCAPE

The Contractor shall restore all landscape features damaged or destroyed during construction operations outside the limits of the approved work areas. Such restoration shall be in accordance with the Environmental Protection Plan submitted for approval to the Contracting Officer. This work will be accomplished at the Contractor's expense.

### 3.8 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The contractor shall maintain all constructed facilities and portable pollution control devices for the duration of the contract or for the length of time construction activities produce the particular pollutant.

1. Containment Berms: Contractor shall provide a secondary containment berm around temporary above ground fuel storage tanks. The bermed area shall be large enough to contain 125 percent of the volume of the storage tanks. The Contractor shall ensure containment areas are kept free of rainwater or any other substance that will reduce its containment capacity throughout the duration of the contract. The Contractor shall not install any temporary underground storage tanks.

2. Erosion Control Devices: The Contractor shall immediately repair any damaged erosion control structures, such as silt fences, and remove accumulated sediment.

3. Storm Drains: The Contractor shall ensure sediment does not block storm drains. The Contractor shall be responsible for cleaning storm drains blocked due to erosion or sediment from the work area or from off site sources during the duration of the contract.

### 3.9 TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL

1. The Contractor shall train his personnel in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution familiarization with pollution standards, both statutory and contractual, and installation and care of facilities (vegetative covers and instruments required for monitoring purposes) to ensure adequate and continuous environmental pollution control. Such training shall be completed and documented in the Environmental Protection Plan before contract work begins.

2. The Contractor is encouraged to complete a comprehensive site survey to develop a baseline of existing environmental conditions at the construction site as an integral part of the required pollution control training. Any concerns identified during the survey by the Contractor should be reported to CES/CEV. This survey can also be used to guide the Contractor's staff in the manner and method of work to be used during the project. Training of Contractor personnel is required on the requirements of all environmental permits and programs including, but not limited to, the Environmental Monitoring Plan; Oil and Hazardous Materials Spill Prevention and Contingency Plan; Storm Water Pollution Prevention Plan; recycling and Pollution Prevention goals; management of hazardous and non-hazardous materials and waste; protection of wildlife, fish, habitat, sensitive plants; air resources; asbestos containing materials; lead based paint; ozone depleting substances; cleanup and restoration.

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SECTION 01780A

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05/02

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UFGS-01780A/S (May 2002)

SECTION 01780A

CLOSEOUT SUBMITTALS  
05/02

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

As-Built Drawings; G

Drawings showing final as-built conditions of the project. The final CADD as-built drawings shall consist of one set of electronic CADD drawing files in the specified format, two sets of black-line prints, and one set of the approved working as-built drawings.

SD-03 Product Data

As-Built Record of Equipment and Materials; G

Two copies of the record listing the as-built materials and equipment incorporated into the construction of the project.

Warranty Management Plan; G

Two sets of the warranty management plan containing information relevant to the warranty of materials and equipment incorporated into the construction project, including the starting date of warranty of construction. The Contractor shall furnish with each warranty the name, address, and telephone number of each of the guarantor's representatives nearest to the project location.

Warranty Tags

Two record copies of the warranty tags showing the layout and design.

Final Cleaning

Two copies of the listing of completed final clean-up items.

1.2 PROJECT RECORD DOCUMENTS

1.2.1 As-Built Drawings

This paragraph covers as-built drawings complete, as a requirement of the contract. The terms "drawings," "contract drawings," "drawing files," "working as-built drawings" and "final as-built drawings" refer to contract drawings which are revised to be used for final as-built drawings.

#### 1.2.1.1 Government Furnished Materials

Two sets of paper drawings revised to reflect all bid amendments will be provided by the Government at the preconstruction conference for markup of as-built conditions. Electronic CADD files in Microstation format will be provided by the Government at the preconstruction conference for updating CADD file as-built drawings.

#### 1.2.1.2 Working As-Built and Final As-Built Drawings

The Contractor shall revise two sets of paper drawings by red-line process to show the as-built conditions during the prosecution of the project. These working as-built marked drawings shall be kept current on a weekly basis and at least one set shall be available on the jobsite at all times. Changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes.

Final as-built drawings shall be prepared after the completion of each definable feature of work as listed in the Contractor Quality Control Plan (Foundations, Utilities, Structural Steel, etc., as appropriate for the project). The working as-built marked prints and final as-built drawings will be jointly reviewed for accuracy and completeness by the Contracting Officer and the Contractor prior to submission of each monthly pay estimate. If the Contractor fails to maintain the working and final as-built drawings as specified herein, the Contracting Officer will deduct from the monthly progress payment an amount representing the estimated cost of maintaining the as-built drawings. This monthly deduction will continue until an agreement can be reached between the Contracting Officer and the Contractor regarding the accuracy and completeness of updated drawings. The working and final as-built drawings shall show, but shall not be limited to, the following information:

- a. The actual location, kinds and sizes of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the as-built drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded.

- b. The location and dimensions of any changes within the building structure.

- c. Correct grade, elevations, cross section, or alignment of roads, earthwork, structures or utilities if any changes were made from contract plans.

- d. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor; including but not limited to fabrication, erection, installation plans and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.

e. The topography, invert elevations and grades of drainage installed or affected as part of the project construction.

f. Changes or modifications which result from the final inspection.

g. Where contract drawings or specifications present options, only the option selected for construction shall be shown on the final as-built prints.

h. If borrow material for this project is from sources on Government property, or if Government property is used as a spoil area, the Contractor shall furnish a contour map of the final borrow pit/spoil area elevations.

i. Systems designed or enhanced by the Contractor, such as HVAC controls, fire alarm, fire sprinkler, and irrigation systems.

j. Modifications (change order price shall include the Contractor's cost to change working and final as-built drawings to reflect modifications) and compliance with the following procedures.

(1) Directions in the modification for posting descriptive changes shall be followed.

(2) A Modification Circle shall be placed at the location of each deletion.

(3) For new details or sections which are added to a drawing, a Modification Circle shall be placed by the detail or section title.

(4) For minor changes, a Modification Circle shall be placed by the area changed on the drawing (each location).

(5) For major changes to a drawing, a Modification Circle shall be placed by the title of the affected plan, section, or detail at each location.

(6) For changes to schedules or drawings, a Modification Circle shall be placed either by the schedule heading or by the change in the schedule.

(7) The Modification Circle size shall be 1/2 inch diameter unless the area where the circle is to be placed is crowded. Smaller size circle shall be used for crowded areas.

#### 1.2.1.3 Drawing Preparation

The as-built drawings shall be modified as may be necessary to correctly show the features of the project as it has been constructed by bringing the contract set into agreement with approved working as-built prints, and adding such additional drawings as may be necessary. These working as-built marked prints shall be neat, legible and accurate. These drawings are part of the permanent records of this project and shall be returned to the Contracting Officer after approval by the Government. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at no expense to the Government.

#### 1.2.1.4 Computer Aided Design and Drafting (CADD) Drawings

Only personnel proficient in the preparation of CADD drawings shall be employed to modify the contract drawings or prepare additional new drawings. Additions and corrections to the contract drawings shall be equal in quality and detail to that of the originals. Line colors, line weights, lettering, layering conventions, and symbols shall be the same as the original line colors, line weights, lettering, layering conventions, and symbols. If additional drawings are required, they shall be prepared using the specified electronic file format applying the same graphic standards specified for original drawings. The title block and drawing border to be used for any new final as-built drawings shall be identical to that used on the contract drawings. Additions and corrections to the contract drawings shall be accomplished using CADD files. The Contractor will be furnished "as-designed" drawings in Microstation J format compatible with a Windows NT 2000 operating system or Windows XP. The electronic files will be supplied on compact disc, read-only memory (CD-ROM). The Contractor shall be responsible for providing all program files and hardware necessary to prepare final as-built drawings. The Contracting Officer will review final as-built drawings for accuracy and the Contractor shall make required corrections, changes, additions, and deletions.

a. Corrections shall be made in the "Model" files rather than the individual sheet file when model files are referenced. Once the model file is corrected the individual sheet file will automatically be corrected.

b. The contractor shall modify the drawings at construction completion to indicate the as-built character of all site components:

(1) These drawings will conform to the level symbology of the model files and be free of any superfluous construction detail. The intent is to show As-Built conditions and should not include any components that are not as-built, i.e., if the pre-work map showed a water line 3' from a curb and was constructed 4' from the curb, the as-built map will show only the final location of the water line.

(2) The grading model file will clearly indicate the final grade of the site at a contour interval not greater than one foot.

(3) The final inverts of all utilities will be shown on the model files. Where utilities were installed which follow the surface of the ground, the depth of that utility will be indicated. Where there is a variance in the depth of the utility, the break point and character of variance will be shown.

(4) The model files will clearly identify all utilities installed with a trace wire and/or cathodic protection.

(5) The model files will show a minimum of two tie points for all subsurface control devices to include valves, manholes, handholes, switches, etc. The tie-points will be directed such that they form a triangle with no inclusive angle less than 30° or greater than 150°. No leg of the triangle will be longer than 100'. Valid tie-points will run to identifiable above ground objects such as poles or building corners as is in keeping of good survey practice for the recovery of monuments.

(6) The model files will clearly indicate the entry point and character of all utilities running to or from structures.



c. When final revisions have been completed, the cover sheet drawing shall show the wording "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in letters at least 3/16 inch high. All other contract drawings shall be marked either "AS-Built" drawing denoting no revisions on the sheet or "Revised As-Built" denoting one or more revisions. Original contract drawings shall be dated in the revision block.

d. Within 10 days for contracts less than \$5 million or 20 days for contracts \$5 million and above after Government approval of all of the working as-built drawings for a phase of work, the Contractor shall prepare the final CADD as-built drawings for that phase of work and submit two sets of blue-lined prints of these drawings for Government review and approval. The Government will promptly return one set of prints annotated with any necessary corrections. Within 7 days for contracts less than \$5 million or 10 days for contracts \$5 million and above the Contractor shall revise the CADD files accordingly at no additional cost and submit one set of final prints for the completed phase of work to the Government. Within 10 days for contracts less than \$5 million or 20 days for contracts \$5 million and above of substantial completion of all phases of work, the Contractor shall submit the final as-built drawing package for the entire project. The submittal shall consist of one set of electronic files on compact disc, read-only memory (CD-ROM), two sets of blue-line prints and one set of the approved working as-built drawings. They shall be complete in all details and identical in form and function to the contract drawing files supplied by the Government. Any transactions or adjustments necessary to accomplish this is the responsibility of the Contractor. The Government reserves the right to reject any drawing files it deems incompatible with the customer's CADD system. Paper prints, drawing files and storage media submitted will become the property of the Government upon final approval. Failure to submit final as-built drawing files and marked prints as specified shall be cause for withholding any payment due the Contractor under this contract. Approval and acceptance of final as-built drawings shall be accomplished before final payment is made to the Contractor.

1.2.1.5 Omitted

1.2.1.6 Payment

No separate payment will be made for as-built drawings required under this contract, and all costs accrued in connection with such drawings shall be considered a subsidiary obligation of the Contractor.

1.2.2 As-Built Record of Equipment and Materials

The Contractor shall furnish one copy of preliminary record of equipment and materials used on the project 15 days prior to final inspection. This preliminary submittal will be reviewed and returned 2 days after final inspection with Government comments. Two sets of final record of equipment and materials shall be submitted 10 days after final inspection. The designations shall be keyed to the related area depicted on the contract drawings. The record shall list the following data:

RECORD OF DESIGNATED EQUIPMENT AND MATERIALS DATA

Description	Specification Section	Manufacturer and Catalog, Model, and Serial Number	Composition and Size	Where Used
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## RECORD OF DESIGNATED EQUIPMENT AND MATERIALS DATA

### 1.2.3 Final Approved Shop Drawings

The Contractor shall furnish final approved project shop drawings 30 days after transfer of the completed facility.

### 1.2.4 Construction Contract Specifications

The Contractor shall furnish final as-built construction contract specifications, including modifications thereto, 30 days after transfer of the completed facility.

### 1.2.5 Real Property Equipment

The Contractor shall furnish a list of installed equipment furnished under this contract. The list shall include all information usually listed on manufacturer's name plate. The "EQUIPMENT-IN-PLACE LIST" shall include, as applicable, the following for each piece of equipment installed: description of item, location (by room number), model number, serial number, capacity, name and address of manufacturer, name and address of equipment supplier, condition, spare parts list, manufacturer's catalog, and warranty. A draft list shall be furnished at time of transfer. The final list shall be furnished 30 days after transfer of the completed facility.

## 1.3 WARRANTY MANAGEMENT

### 1.3.1 Warranty Management Plan

The Contractor shall develop a warranty management plan which shall contain information relevant to the clause Warranty of Construction in Section 00800. At least 30 days before the planned pre-warranty conference, the Contractor shall submit the warranty management plan for Government approval. The warranty management plan shall include all required actions and documents to assure that the Government receives all warranties to which it is entitled. The plan shall be in narrative form and contain sufficient detail to render it suitable for use by future maintenance and repair personnel, whether tradesmen, or of engineering background, not necessarily familiar with this contract. The term "status" as indicated below shall include due date and whether item has been submitted or was accomplished. Warranty information made available during the construction phase shall be submitted to the Contracting Officer for approval prior to each monthly pay estimate. Approved information shall be assembled in a binder and shall be turned over to the Government upon acceptance of the work. The construction warranty period shall begin on the date of project acceptance and shall continue for the full product warranty period. A joint 4 month and 9 month warranty inspection shall be conducted, measured from time of acceptance, by the Contractor, Contracting Officer and the Customer Representative. Information contained in the warranty management plan shall include, but shall not be limited to, the following:

a. Roles and responsibilities of all personnel associated with the warranty process, including points of contact and telephone numbers within the organizations of the Contractors, subcontractors, manufacturers or suppliers involved.

b. Listing and status of delivery of all Certificates of Warranty for

extended warranty items, to include roofs, HVAC balancing, pumps, motors, transformers, and for all commissioned systems such as fire protection and alarm systems, sprinkler systems, lightning protection systems, etc.

c. A list for each warranted equipment, item, feature of construction or system indicating:

- (1) Name of item.
- (2) Model and serial numbers.
- (3) Location where installed.
- (4) Name and phone numbers of manufacturers or suppliers.
- (5) Names, addresses and telephone numbers of sources of spare parts.
- (6) Warranties and terms of warranty. This shall include one-year overall warranty of construction. Items which have extended warranties shall be indicated with separate warranty expiration dates.
- (7) Cross-reference to warranty certificates as applicable.
- (8) Starting point and duration of warranty period.
- (9) Summary of maintenance procedures required to continue the warranty in force.
- (10) Cross-reference to specific pertinent Operation and Maintenance manuals.
- (11) Organization, names and phone numbers of persons to call for warranty service.
- (12) Typical response time and repair time expected for various warranted equipment.

d. The Contractor's plans for attendance at the 4 and 9 month post-construction warranty inspections conducted by the Government.

e. Procedure and status of tagging of all equipment covered by extended warranties.

f. Copies of instructions to be posted near selected pieces of equipment where operation is critical for warranty and/or safety reasons.

#### 1.3.2 Performance Bond

The Contractor's performance bond shall remain effective throughout the construction period.

a. In the event the Contractor fails to commence and diligently pursue any construction warranty work required, the Contracting Officer will have the work performed by others, and after completion of the work, will charge the remaining construction warranty funds of expenses incurred by the Government while performing the work, including, but not limited to administrative expenses.

b. In the event sufficient funds are not available to cover the construction warranty work performed by the Government at the Contractor's expense, the Contracting Officer will have the right to recoup expenses from the bonding company.

c. Following oral or written notification of required construction warranty repair work, the Contractor shall respond in a timely manner. Written verification will follow oral instructions. Failure of the Contractor to respond will be cause for the Contracting Officer to proceed against the Contractor.

### 1.3.3 Pre-Warranty Conference

Prior to contract completion, and at a time designated by the Contracting Officer, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of this section. Communication procedures for Contractor notification of construction warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer for the execution of the construction warranty shall be established/reviewed at this meeting. In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor shall furnish the name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue construction warranty work action on behalf of the Contractor. This point of contact will be located within the local service area of the warranted construction, shall be continuously available, and shall be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of its responsibilities in connection with other portions of this provision.

### 1.3.4 Contractor's Response to Construction Warranty Service Requirements

Following oral or written notification by the Contracting Officer, the Contractor shall respond to construction warranty service requirements in accordance with the "Construction Warranty Service Priority List" and the three categories of priorities listed below. The Contractor shall submit a report on any warranty item that has been repaired during the warranty period. The report shall include the cause of the problem, date reported, corrective action taken, and when the repair was completed. If the Contractor does not perform the construction warranty within the timeframes specified, the Government will perform the work and backcharge the construction warranty payment item established.

a. First Priority Code 1. Perform onsite inspection to evaluate situation, and determine course of action within 4 hours, initiate work within 6 hours and work continuously to completion or relief.

b. Second Priority Code 2. Perform onsite inspection to evaluate situation, and determine course of action within 8 hours, initiate work within 24 hours and work continuously to completion or relief.

c. Third Priority Code 3. All other work to be initiated within 3 work days and work continuously to completion or relief.

d. The "Construction Warranty Service Priority List" is as follows:

#### Code 1-Air Conditioning Systems

- (1) Recreational support.
- (2) Air conditioning leak in part of building, if causing damage.
- (3) Air conditioning system not cooling properly.

#### Code 1-Doors

- (1) Overhead doors not operational, causing a security, fire, or safety problem.
- (2) Interior, exterior personnel doors or hardware, not functioning properly, causing a security, fire, or safety problem.

#### Code 3-Doors

- (1) Overhead doors not operational.
- (2) Interior/exterior personnel doors or hardware not functioning properly.

Code 1-Electrical

- (1) Power failure (entire area or any building operational after 1600 hours).
- (2) Security lights
- (3) Smoke detectors

Code 2-Electrical

- (1) Power failure (no power to a room or part of building).
- (2) Receptacle and lights (in a room or part of building).

Code 3-Electrical

Street lights.

Code 1-Gas

- (1) Leaks and breaks.
- (2) No gas to family housing unit or cantonment area.

Code 1-Heat

- (1). Area power failure affecting heat.
- (2). Heater in unit not working.

Code 2-Kitchen Equipment

- (1) Dishwasher not operating properly.
- (2) All other equipment hampering preparation of a meal.

Code 1-Plumbing

- (1) Hot water heater failure.
- (2) Leaking water supply pipes.

Code 2-Plumbing

- (1) Flush valves not operating properly.
- (2) Fixture drain, supply line to commode, or any water pipe leaking.
- (3) Commode leaking at base.

Code 3 -Plumbing

Leaky faucets.

Code 3-Interior

- (1) Floors damaged.
- (2) Paint chipping or peeling.
- (3) Casework.

Code 1-Roof Leaks

Temporary repairs will be made where major damage to property is occurring.

Code 2-Roof Leaks

Where major damage to property is not occurring, check for location of leak during rain and complete repairs on a Code 2 basis.

Code 2-Water (Exterior)

No water to facility.

Code 2-Water (Hot)

No hot water in portion of building listed.

Code 3-All other work not listed above.

#### 1.3.5 Warranty Tags

At the time of installation, each warranted item shall be tagged with a durable, oil and water resistant tag approved by the Contracting Officer. Each tag shall be attached with a copper wire and shall be sprayed with a silicone waterproof coating. The date of acceptance and the QC signature shall remain blank until project is accepted for beneficial occupancy. The tag shall show the following information.

- a. Type of product/material\_\_\_\_\_.
- b. Model number\_\_\_\_\_.
- c. Serial number\_\_\_\_\_.
- d. Contract number\_\_\_\_\_.
- e. Warranty period\_\_\_\_\_ from\_\_\_\_\_ to\_\_\_\_\_.
- f. Inspector's signature\_\_\_\_\_.
- g. Construction Contractor\_\_\_\_\_.
- Address\_\_\_\_\_.
- Telephone number\_\_\_\_\_.
- h. Warranty contact\_\_\_\_\_.
- Address\_\_\_\_\_.
- Telephone number\_\_\_\_\_.
- i. Warranty response time priority code\_\_\_\_\_.
- j. WARNING - PROJECT PERSONNEL TO PERFORM ONLY OPERATIONAL MAINTENANCE DURING THE WARRANTY PERIOD.

#### 1.4 MECHANICAL TESTING, ADJUSTING, BALANCING, AND COMMISSIONING

Prior to final inspection and transfer of the completed facility; all reports, statements, certificates, and completed checklists for testing, adjusting, balancing, and commissioning of mechanical systems shall be submitted to and approved by the Contracting Officer as specified in applicable technical specification sections.

#### 1.5 OPERATION AND MAINTENANCE MANUALS

Operation manuals and maintenance manuals shall be submitted as specified. Operation manuals and maintenance manuals provided in a common volume shall be clearly differentiated and shall be separately indexed.

#### 1.6 FINAL CLEANING

The premises shall be left broom clean. Stains, foreign substances, and

temporary labels shall be removed from surfaces. Carpet and soft surfaces shall be vacuumed. Equipment and fixtures shall be cleaned to a sanitary condition. Filters of operating equipment shall be replaced. Debris shall be removed from roofs, drainage systems, gutters, downspouts and boot wash areas. Paved areas shall be swept and landscaped areas shall be raked clean. The site shall have waste, surplus materials, and rubbish removed. The project area shall have temporary structures, barricades, project signs, fences and construction facilities removed. A list of completed clean-up items shall be submitted on the day of final inspection.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

-- End of Section --

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SECTION 02301

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**09/00**

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SECTION 02301

EARTHWORK FOR STRUCTURES AND PAVEMENTS  
**09/00**

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 1557 (1998) Laboratory Compaction  
Characteristics of Soil Using Modified  
Effort (56,000 ft-lbf/cu. ft. (2,700  
kN-m/cu.m.))

ASTM D 2487 (2000) Classification of Soils for  
Engineering Purposes (Unified Soil  
Classification System)

1.2 DEFINITIONS

1.2.1 Backfill

A specified material used in refilling a cut, trench, or other excavation, placed at a specified degree of compaction.

1.2.2 Capillary Water Barrier

A layer of clean, poorly graded crushed rock, stone, or natural sand or gravel having a high porosity which is placed beneath a building slab with or without a vapor barrier to cut off the capillary flow of pore water to the area immediately below a slab.

1.2.3 Cohesive Materials

Cohesive materials include materials classified by ASTM D 2487 as GC, SC, ML, CL, MH, and CH. Materials classified as GM and SM will be identified as cohesive only when the fines have a plasticity index greater than zero.

1.2.4 Cohesionless Materials

Cohesionless materials include materials classified by ASTM D 2487 as GW, GP, SW, and SP. Materials classified as GM and SM will be identified as cohesionless only when the fines have a plasticity index of zero.

1.2.5 Compaction

The process of mechanically stabilizing a material by increasing its density at a controlled moisture condition. "Degree of Compaction" is expressed as a percentage of the maximum density obtained by the test procedure described in or ASTM D 1557 for general soil types abbreviated in this specification as "\_\_\_\_\_ percent ASTM D 1557 maximum density."

1.2.6 Omitted

1.2.7 Omitted

1.2.8 Excavation

The removal of soil, rock, or hard material to obtain a specified depth or elevation.

1.2.9 Fill

Specified material placed at a specified degree of compaction to obtain an indicated grade or elevation.

1.2.10 Omitted

1.2.11 In Situ Soil

Existing in place soil.

1.2.12 Lift

A layer (or course) of soil placed on top of a previously prepared or placed soil.

1.2.13 Omitted

1.2.14 Soil

The surface material of the earth's crust resulting from the chemical and mechanical weathering of rock and organic material.

1.2.15 Subgrade

The material in excavation (cuts) and fills (embankments) immediately below any subbase, base, pavement, or other improvement. Also, as a secondary definition, the level below which work above is referenced.

1.2.16 Topsoil

In natural or undisturbed soil formations, the fine-grained, weathered material on the surface or directly below any loose or partially decomposed organic matter. Topsoil may be a dark-colored, fine, silty, or sandy material with a high content of well decomposed organic matter, often containing traces of the parent rock material. Gradation and material requirements specified herein apply to all topsoil references in this contract. The material shall be representative of productive soils in the vicinity.

1.2.17 Unsatisfactory Material

Existing, in situ soil or other material which can be identified as having insufficient strength characteristics or stability to carry intended loads in fill or embankment without excessive consolidation or loss of stability. Materials classified as PT, OH, or OL by ASTM D 2487 are unsatisfactory. Unsatisfactory materials also include man-made fills, refuse, frozen material, uncompacted backfills from previous construction, unsound rock or soil lenses, or other deleterious or objectionable material.

1.2.18 Working Platform

A layer of compacted crushed rock or natural stone that replaces the in situ soil to provide a stable, uniform bearing foundation for construction equipment to facilitate further site construction.

1.3 SUBMITTALS

Submit the following in accordance with Section 01330, "Submittal Procedures."

SD-09 Reports

Topsoil tests

1.4 OMITTED

1.5 DELIVERY AND STORAGE

Deliver and store materials in a manner to prevent contamination or segregation.

1.6 CRITERIA FOR BIDDING

Base bids on the following criteria:

- a. Surface elevations as indicated.
- b. No pipes or other man-made obstructions, except those indicated, will be encountered.
- c. Rock or hard material as defined in paragraph entitled "Definitions," will not be encountered.

1.7 SITE CONDITIONS

1.7.1 Omitted

1.7.2 Utilities

Contact the Contracting Officer 72 hours prior to construction for the location of all existing underground utilities and airfield lighting. Movement of construction machinery and equipment over pipes and utilities during construction shall be at the Contractor's risk. Excavation made with power-driven equipment is not permitted within two feet of known Government-owned utility or subsurface construction. For work immediately adjacent to or for excavations exposing a utility or other buried obstruction, excavate by hand. Start hand excavation on each side of the indicated obstruction and continue until the obstruction is uncovered or until clearance for the new grade is assured. Support uncovered lines or other existing work as affected by the contract excavation until approval for backfill is granted by the Contracting Officer. Report damage to utility lines or subsurface construction immediately to the Contracting Officer.

1.8 OMITTED

PART 2 PRODUCTS

## 2.1 MATERIALS

### 2.1.1 Omitted

### 2.1.2 Soil Materials

Provide materials free from debris, roots, wood, scrap materials, vegetable matter, refuse or frozen material. Maximum particle size permitted is 3 inches. Use excavated material from the site for the work indicated when material falls within the requirements specified herein.

#### 2.1.2.1 Omitted

#### 2.1.2.2 General Backfill Beside Structures

Soft, spongy, highly plastic, or otherwise unstable material is prohibited. Material shall be unclassified but shall contain sufficient fines to ensure proper compaction. If more material is required than is available from on-site excavation, then provide that material from approved sources.

#### 2.1.2.3 General Site Fill, Backfill and Embankment Material

Provide a soil material from the site that can be readily compacted to the specified densities. Materials shall be unclassified.

#### 2.1.2.4 Omitted

#### 2.1.2.5 Topsoil

Provide salvaged topsoil from stockpile. Provide additional topsoil from approved sources off the site if stockpiled material is not sufficient to complete all indicated work.

## 2.2 OMITTED

## 2.3 OMITTED

## 2.4 OMITTED

# PART 3 EXECUTION

## 3.1 PROTECTION

### 3.1.1 Omitted

### 3.1.2 Drainage and Dewatering

Plan for and provide the structures, equipment, and construction for the collection and disposal of surface and subsurface water encountered in the course of construction.

#### 3.1.2.1 Drainage

Dispose of surface water which may accumulate in open excavations, unfinished fills, or other low areas. Remove water by trenching where approved, pumping, or other methods to prevent softening of exposed surfaces. Surface dewatering plan shall include rerouting of any storm water runoff or natural drainage if necessary.

#### 3.1.3 Protection and Restoration of Surfaces

Protect newly graded areas from traffic, erosion, and settlements. Repair and reestablish damaged or eroded slopes, elevations or grades and restore surface construction prior to acceptance.

#### 3.1.3.1 Disposal of Excavated Material

Dispose of excavated material in such a manner that it will not obstruct the flow of runoff, streams, endanger a partly finished structure, impair the efficiency or appearance of facilities, or be detrimental to the completed work.

### 3.2 SURFACE PREPARATION

#### 3.2.1 Omitted

#### 3.2.2 Stockpiling Topsoil

Strip approved topsoil to a depth of 4 inches from the site where excavation or grading is indicated and stockpile separately from other excavated material. Locate topsoil so that the material can be used readily for the finished grading. Protect and store in segregated piles until needed.

#### 3.2.3 Unsatisfactory Material

Remove organic matter, sod, muck, rubbish, and unsuitable soils under embankments which are less than 3 feet in thickness and under pavements or slabs on grade. Typical depth of removal of such unsuitable material shall be 12 inches.

### 3.3 EXCAVATION

Excavate to contours and dimensions indicated. Keep excavations free from water while construction is in progress. Notify the Contracting Officer immediately in writing in the event that it becomes necessary to remove rock, hard material, or other material defined as unsatisfactory to a depth greater than indicated and an adjustment in contract price will be considered in accordance with the Contract clause entitled "Differing Site Conditions." Refill excavations cut below the depths indicated with backfill and compact as specified herein. Excavate soil disturbed or weakened by construction operations or soils soften from exposure to weather. Refill with concrete as specified herein.

### 3.4 BORROW MATERIALS

Select borrow materials to meet requirements and conditions of the particular backfill materials to be used. Obtain borrow materials from sources off of Government property. No borrow shall be obtained within the limits of the project site.

### 3.5 FILLING AND BACKFILLING

#### 3.5.1 Subgrade Preparation

Scarify the underlying subgrade surface to a depth of 6 inches before the fill is started. Step, bench, or break up sloped surfaces steeper than one vertical to 4 horizontal so that the fill material will bond with or be securely keyed to the existing material. Scarify existing surface to a minimum depth of 6 inches if subgrade density is less than the degree of

compaction specified and recompact. When the subgrade is part fill and part excavation or natural ground, scarify the excavated or natural ground portion to a depth of 6 inches and recompact as specified for the adjacent or overlying fill. Compact with equipment well suited to the soil being compacted. Moisten or aerate material as necessary to provide the moisture content that will readily facilitate obtaining the specified compaction with the equipment used.

3.5.2 Omitted

3.5.3 Omitted

#### 3.5.4 General Backfill

Construct backfill at the locations and to lines and grades indicated. Use only approved materials in constructing fill on the prepared subgrade. Place satisfactory material in horizontal lifts not exceeding 8 inches in loose depth. Do not place material on surfaces that are muddy, frozen, or contain frost. Compact with equipment well suited to the soil being compacted. Moisten or aerate material as necessary to provide the moisture content that will readily facilitate obtaining the specified compaction with the equipment used. Compact each lift as specified before placing the overlaying lift.

#### 3.5.5 Final Backfill for Utilities

Construct backfill (final backfill) for storm drains, manholes, utility lines, and other utility appurtenances using the material and compaction requirements specified herein for the adjacent or overlying work.

3.5.6 Omitted

3.5.7 Omitted

#### 3.5.8 Weather Limitations

Fill and backfill shall not be constructed when weather conditions detrimentally affect the quality of the finished course. Place fill and backfill only if the atmospheric temperature is above freezing in the shade and is rising. Do not construct fill and backfill in the rain or on saturated subgrades. If weather conditions are windy, hot or arid, with high rate of evaporation, schedule the placement in cooler portions of the day and furnish equipment to add moisture to the fill or backfill during and after placement.

3.6 OMITTED

3.7 OMITTED

3.8 OMITTED

#### 3.9 COMPACTION

Compact each layer or lift of material specified so that the in-place density tested is not less than the percentage of maximum density specified in Table III.

TABLE III

Percent ASTM D 1557 Maximum Density		
	<u>Cohesive Material</u>	<u>Cohesionless Material</u>
<u>Fill, Embankment and Backfill</u>		
General Backfill under grassed areas	85	90
Under airfield pavements, top 12 inches	As indicated	As indicated
<u>Subgrade (Top of fill, backfill or cut)</u>		
Under pavements	As indicated	As indicated
Under grass areas, top 6 inches	85	90

### 3.10 FINISH OPERATIONS

#### 3.10.1 Site Grading

Grade to finished grades indicated within 0.10 foot. Grade areas to drain water away from structures and to provide suitable surfaces for mowing machines. Existing grades which are to remain but are disturbed by the Contractor's operations shall be restored as specified herein.

#### 3.10.2 Finishing Subgrades Under Structures and Pavements

Finish surface of top lift of fill or top of subgrade to the elevation and cross section indicated. Finished surface shall be smooth and of uniform texture. Lightly scarify or blade the finished surface to bring the finished surface to within 0.05 foot of the indicated grade and to eliminate imprints made by compaction and shaping equipment. Surface shall show no deviations in excess of 3/8 inch when tested with a 10 foot straightedge.

#### 3.10.3 Spreading Topsoil

Clear areas indicated or specified to receive topsoil of materials interfering with planting and maintenance operations. Do not place topsoil when subgrade is frozen, extremely wet or dry, or in other conditions detrimental to seeding, planting, or grading. Spread topsoil to a uniform depth of 4 inches over the disturbed area.

#### 3.10.4 Omitted

#### 3.10.5 Disposition of Surplus Material

Surplus or other soil material not required or suitable for filling, backfilling, or embankment shall be removed from Government property.

#### 3.10.6 Protection of Surfaces



Protect newly graded areas from traffic, erosion, and settlements that may occur and as specified in the paragraph entitled "Protection and Restoration of Surfaces." Repair or reestablish damaged grades, elevations, or slopes prior to acceptance of work.

3.11 OMITTED

-- End of Section --

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**03/97**

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SECTION 02721A

SUBBASE COURSES  
**03/97**

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 29/C 29M	(1997) Bulk Density ("Unit Weight") and Voids in Aggregates
ASTM C 117	(1995) Materials Finer Than 75 micrometer (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 131	(1996) Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C 136	(1996a) Sieve Analysis of Fine and Coarse Aggregates
ASTM D 75	(1987; R 1997) Sampling Aggregates
ASTM D 1556	(2000) Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 1557	(1998) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft. (2,700 kN-m/cu.m.))
ASTM D 4318	(2000) Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM E 11	(1995) Wire-Cloth Sieves for Testing Purposes

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-09 Reports

Sampling and Testing; G

Copies of initial and in-place test results.

1.3 DEGREE OF COMPACTION

Degree of compaction is a percentage of the maximum density obtained by the test procedure presented in ASTM D 1557. In this specification, degree of compaction shall be a percentage of laboratory maximum density.

1.4 SAMPLING AND TESTING

Sampling and testing shall be the responsibility of the Contractor. Sampling and testing shall be performed by an approved testing laboratory in accordance with Section 01451 CONTRACTOR QUALITY CONTROL. Tests shall be performed at the specified frequency. No work requiring testing will be permitted until the testing laboratory has been inspected and approved. The materials shall be tested to establish compliance with the specified requirements.

1.4.1 Sampling

Samples for laboratory testing shall be taken in conformance with ASTM D 75. When deemed necessary, the sampling will be observed by the Contracting Officer.

1.4.2 Tests

1.4.2.1 Sieve Analysis

Sieve analysis shall be made in conformance with ASTM C 117 and ASTM C 136. Sieves shall conform to ASTM E 11.

1.4.2.2 Liquid Limit and Plasticity Index

Liquid limit and plasticity index shall be determined in accordance with ASTM D 4318.

1.4.2.3 Moisture-Density Determinations

The maximum density and optimum moisture shall be determined in accordance with ASTM D 1557.

1.4.2.4 Density Tests

Density shall be field measured in accordance with ASTM D 1556. The base plate, as shown in the drawing shall be used.

1.4.2.5 Wear Test

Wear tests shall be made on subbase course material in conformance with ASTM C 131.

1.4.2.6 Weight of Slag

Weight per cubic foot of slag shall be determined in accordance with ASTM C 29/C 29M on the subbase course material.

1.4.3 Testing Frequency

#### 1.4.3.1 Initial Tests

One of each of the following tests shall be performed on the proposed material prior to commencing construction to demonstrate that the proposed material meets all specified requirements prior to installation.

- a. Sieve Analysis including 0.02 mm size material
- b. Liquid limit and plasticity index moisture-density relationship
- c. Wear
- d. Weight per cubic foot of Slag

#### 1.4.3.2 In-Place Tests

One of each of the following tests shall be performed on samples taken from the placed and compacted subbase course. Samples shall be taken for each 1000 square yards of each layer of material placed in each area.

- a. Sieve Analysis not including 0.02 mm size material
- b. Field Density
- c. Moisture liquid limit and plasticity index

#### 1.4.4 Approval of Material

The source of the material shall be selected 30 days prior to the time the material will be required in the work. Approval of the materials will be based on tests for gradation, liquid limit, and plasticity index performed on samples taken from the completed and compacted subbase course.

#### 1.5 WEATHER LIMITATIONS

Construction shall be done when the atmospheric temperature is above 35 degrees F. When the temperature falls below 35 degrees F, the Contractor shall protect all completed areas by approved methods against detrimental effects of freezing. Completed areas damaged by freezing, rainfall, or other weather conditions shall be corrected to meet specified requirements.

#### 1.6 EQUIPMENT

All plant, equipment, and tools used in the performance of the work will be subject to approval before the work is started and shall be maintained in satisfactory working condition at all times. The equipment shall be adequate and shall have the capability of producing the required compaction, meeting grade controls, thickness control, and smoothness requirements as set forth herein.

### PART 2 PRODUCTS

#### 2.1 MATERIALS

##### 2.1.1 Subbase Course

Aggregates shall consist of crushed stone or slag, gravel, shell, sand, or other sound, durable, approved materials processed and blended or naturally combined. Aggregates shall be durable and sound, free from lumps and balls of clay, organic matter, objectionable coatings, and other foreign material. Material retained on the No. 4 sieve shall have a percentage of wear not to exceed 50 percent after 500 revolutions when tested as specified in ASTM C 131. Aggregate shall be reasonably uniform in density

and quality. Slag shall be an air-cooled, blast-furnace product having a dry weight of not less than 65 pcf. Aggregates shall have a maximum size of 3/4 inch and shall be within the limits specified as follows:

Maximum Allowable Percentage by Weight  
Passing Square-Mesh Sieve

Sieve Designation	No. 1
No. 10	50
No. 200	15

The portion of any blended component and of the completed course passing the No. 40 sieve shall be either nonplastic or shall have a liquid limit not greater than 25 and a plasticity index not greater than 5.

### PART 3 EXECUTION

#### 3.1 OPERATION OF AGGREGATE SOURCES

All clearing, stripping and excavating work involved in the opening or operation of aggregate sources shall be performed by the Contractor. Aggregate sources shall be opened to working depth in a manner that produces excavation faces that are as nearly vertical as practicable for the materials being excavated. Materials excavated from aggregate sources shall be obtained in successive cuts extending through all exposed strata. All pockets or strata of unsuitable materials overlying or occurring in the deposit shall be wasted as directed. The methods of operating aggregate sources and the processing and blending of the material may be changed or modified by the Contracting Officer, when necessary, in order to obtain material conforming to specified requirements. Upon completion of work, aggregate sources on Government reservations shall be conditioned to drain readily, and shall be left in a satisfactory condition. Aggregate sources on private lands shall be conditioned in agreement with local laws and authorities.

#### 3.2 STOCKPILING MATERIAL

Prior to stockpiling of material, storage sites shall be cleared and leveled by the Contractor. All materials, including approved material available from excavation and grading, shall be stockpiled in the manner and at the locations designated. Aggregates shall be stockpiled on the cleared and leveled areas designated by the Contracting Officer so as to prevent segregation. Materials obtained from different sources shall be stockpiled separately.

#### 3.3 PREPARATION OF UNDERLYING MATERIAL

Prior to constructing the subbase course, the underlying course or subgrade shall be cleaned of all foreign substances. The surface of the underlying course or subgrade shall meet specified compaction and surface tolerances. Ruts, or soft yielding spots, in the underlying courses, subgrade areas having inadequate compaction, and deviations of the surface from the specified requirements, shall be corrected by loosening and removing soft or unsatisfactory material and by adding approved material, reshaping to line and grade, and recompacting to specified density requirements. The finished underlying course shall not be disturbed by traffic or other

operations and shall be maintained by the Contractor in a satisfactory condition until the subbase course is placed.

### 3.4 GRADE CONTROL

The finished and completed subbase course shall conform to the lines, grades, and cross sections shown. The lines, grades, and cross sections shown shall be maintained by means of line and grade stakes placed by the Contractor at the work site.

### 3.5 MIXING AND PLACING MATERIALS

The materials shall be mixed and placed to obtain uniformity of the subbase material at the water content specified. The Contractor shall make such adjustments in mixing or placing procedures or in equipment as may be directed to obtain the true grades, to minimize segregation and degradation, to reduce or accelerate loss or increase of water, and to insure a satisfactory subbase course.

### 3.6 LAYER THICKNESS

The compacted thickness of the completed course shall be as indicated. When a compacted layer of 6 inches is specified, the material may be placed in a single layer; when a compacted thickness of more than 6 inches is required, no layer shall exceed 6 inches nor be less than 3 inches when compacted.

### 3.7 COMPACTION

Each layer of the subbase course shall be compacted as specified with approved compaction equipment. Water content shall be maintained during the compaction procedure to within plus or minus 3 percent of optimum water content, as determined from laboratory tests, as specified in paragraph SAMPLING AND TESTING. In all places not accessible to the rollers, the mixture shall be compacted with hand-operated power tampers. Compaction shall continue until each layer is compacted through the full depth to at least 98 percent of laboratory maximum density. The Contractor shall make such adjustments in compacting or finishing procedures as may be directed to obtain true grades, to minimize segregation and degradation, to reduce or increase water content, and to ensure a satisfactory subbase course. Any materials that are found to be unsatisfactory shall be removed and replaced with satisfactory material or reworked, as directed, to meet the requirements of this specification.

### 3.8 SMOOTHNESS TEST

The surface of each layer shall not show deviations in excess of 3/8 inch when tested with a 12 foot straightedge applied parallel with and at right angles to the centerline of the area to be paved. Deviations exceeding this amount shall be corrected by removing material, replacing with new material, or reworking existing material and compacting, as directed.

### 3.9 THICKNESS CONTROL

The completed thickness of the subbase course shall be in accordance with the thickness and grade indicated on the drawings. The thickness of each course shall be measured at intervals providing at least one measurement for each 500 square yards or part thereof of subbase course. The thickness measurement shall be made by test holes, at least 3 inches in diameter

through the course. The completed subbase course shall not be more than 1/2 inch deficient in thickness nor more than 1/2 inch above or below the established grade. Where any of these tolerances are exceeded, the Contractor shall correct such areas by scarifying, adding new material of proper gradation or removing material, and compacting, as directed. Where the measured thickness is 1/2 inch or more thicker than shown, the course will be considered as conforming with the specified thickness requirements plus 1/2 inch. The average job thickness shall be the average of the job measurements as specified above but within 1/4 inch of the thickness shown.

### 3.10 MAINTENANCE

The subbase course shall be maintained in a satisfactory condition until accepted.

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05/01

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SECTION 02722A

GRADED CRUSHED AGGREGATE BASE COURSE  
**05/01**

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 29/C 29M	(1997) Bulk Density ("Unit Weight") and Voids in Aggregates
ASTM C 88	(1999a) Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C 117	(1995) Materials Finer Than 75 micrometer (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 127	(1988; R 1993el) Specific Gravity and Absorption of Course Aggregate
ASTM C 128	(1997) Specific Gravity and Absorption of Fine Aggregate
ASTM C 131	(1996) Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C 136	(1996a) Sieve Analysis of Fine and Coarse Aggregates
ASTM D 75	(1987; R 1997) Sampling Aggregates
ASTM D 1556	(2000) Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 1557	(1998) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft. (2,700 kN-m/cu.m.))
ASTM D 2487	(2000) Classification of Soils for Engineering Purposes (Unified Soil Classification System)
ASTM D 4318	(2000) Liquid Limit, Plastic Limit, and Plasticity Index of Soils

ASTM E 11

(1995) Wire-Cloth Sieves for Testing  
Purposes

## 1.2 DEFINITIONS

For the purposes of this specification, the following definitions apply.

### 1.2.1 Graded-Crushed Aggregate Base Course

Graded-Crushed aggregate base course (GCA) is well graded, crushed, durable aggregate uniformly moistened and mechanically stabilized by compaction. GCA is similar to ABC, but it has more stringent requirements and it produces a base course with higher strength and stability.

### 1.2.2 Omitted

### 1.2.3 Degree of Compaction

Degree of compaction shall be expressed as a percentage of the maximum density obtained by the test procedure presented in ASTM D 1557.

## 1.3 OMITTED

## 1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Plant, Equipment, and Tools

SD-09 Reports

Sampling and testing; FIO

Field Density Tests; FIO

Calibration curves and related test results prior to using the device or equipment being calibrated. Copies of field test results within 24 hours after the tests are performed. Certified copies of test results for approval not less than 30 days before material is required for the work.

## 1.5 SAMPLING AND TESTING

Sampling and testing shall be the responsibility of the Contractor. Sampling and testing shall be performed by a testing laboratory approved in accordance with Section 01451 CONTRACTOR QUALITY CONTROL. Work requiring testing will not be permitted until the testing laboratory has been inspected and approved. The materials shall be tested to establish compliance with the specified requirements; testing shall be performed at the specified frequency. The Contracting Officer may specify the time and location of the tests. Copies of test results shall be furnished to the Contracting Officer within 24 hours of completion of the tests.

#### 1.5.1 Sampling

Samples for laboratory testing shall be taken in conformance with ASTM D 75. When deemed necessary, the sampling will be observed by the Contracting Officer.

#### 1.5.2 Tests

The following tests shall be performed in conformance with the applicable standards listed.

##### 1.5.2.1 Sieve Analysis

Sieve analysis shall be made in conformance with ASTM C 117 and ASTM C 136. Sieves shall conform to ASTM E 11.

##### 1.5.2.2 Liquid Limit and Plasticity Index

Liquid limit and plasticity index shall be determined in accordance with ASTM D 4318.

##### 1.5.2.3 Moisture-Density Determinations

The maximum density and optimum moisture content shall be determined in accordance with ASTM D 1557.

##### 1.5.2.4 Field Density Tests

Density shall be field measured in accordance with ASTM D 1556.

##### 1.5.2.5 Wear Test

Wear tests shall be made on GCA course material in conformance with ASTM C 131.

#### 1.5.3 Testing Frequency

##### 1.5.3.1 Initial Tests

One of each of the following tests shall be performed on the proposed material prior to commencing construction to demonstrate that the proposed material meets all specified requirements when furnished. If materials from more than one source are going to be utilized, this testing shall be completed for each source.

- a. Sieve Analysis including No. 635 size material.
- b. Liquid limit and plasticity index.
- c. Moisture-density relationship.
- d. Wear.

##### 1.5.3.2 In Place Tests

Each of the following tests shall be performed on samples taken from the placed and compacted ABC. Samples shall be taken and tested at the rates indicated.

a. Density tests shall be performed on every lift of material placed and at a frequency of one set of tests for every 250 square yards, or portion thereof, of completed area.

b. Sieve Analysis shall be performed for every 500 tons, or portion thereof, of material placed.

c. Liquid limit and plasticity index tests shall be performed at the same frequency as the sieve analysis.

#### 1.5.4 Approval of Material

The source of the material shall be selected 30 days prior to the time the material will be required in the work. Tentative approval of material will be based on initial test results. Final approval of the materials will be based on sieve analysis, liquid limit, and plasticity index tests performed on samples taken from the completed and fully compacted GCA.

#### 1.6 WEATHER LIMITATIONS

Construction shall be done when the atmospheric temperature is above 35 degrees F. When the temperature falls below 35 degrees F, the Contractor shall protect all completed areas by approved methods against detrimental effects of freezing. Completed areas damaged by freezing, rainfall, or other weather conditions shall be corrected to meet specified requirements.

#### 1.7 PLANT, EQUIPMENT, AND TOOLS

All plant, equipment, and tools used in the performance of the work will be subject to approval before the work is started and shall be maintained in satisfactory working condition at all times. The equipment shall be adequate and shall have the capability of producing the required compaction, meeting grade controls, thickness control, and smoothness requirements as set forth herein.

### PART 2 PRODUCTS

#### 2.1 AGGREGATES

The GCA shall consist of clean, sound, durable particles of crushed stone, crushed slag, crushed gravel, crushed recycled concrete, angular sand, or other approved material. GCA shall be free of silt and clay as defined by ASTM D 2487, organic matter, and other objectionable materials or coatings. The portion retained on the No. 4 sieve shall be known as coarse aggregate; that portion passing the No. 4 sieve shall be known as fine aggregate.

##### 2.1.1 Coarse Aggregate

Coarse aggregates shall be angular particles of uniform density. When the coarse aggregate is supplied from more than one source, aggregate from each source shall meet the specified requirements and shall be stockpiled separately.

a. Crushed Gravel: Crushed gravel shall be manufactured by crushing gravels, and shall meet all the requirements specified below.

b. Crushed Stone: Crushed stone shall consist of freshly mined quarry rock, and shall meet all the requirements specified below.

c. Crushed Recycled Concrete: Crushed recycled concrete shall consist of previously hardened portland cement concrete or other concrete containing pozzolanic binder material. The recycled material shall be free of all reinforcing steel, bituminous concrete surfacing, and any other foreign material and shall be crushed and processed to meet the required gradations for coarse aggregate. Crushed recycled concrete shall meet all other applicable requirements specified below.

d. Crushed Slag: Crushed slag shall be an air-cooled blast-furnace product having an air dry unit weight of not less than 65 pcf as determined by ASTM C 29/C 29M, and shall meet all the requirements specified below.

#### 2.1.1.1 Graded-Crushed Aggregate Base Course

GCA coarse aggregate shall not show more than 40 percent loss when subjected to the Los Angeles abrasion test in accordance with ASTM C 131. GCA coarse aggregate shall not exhibit a loss greater than 40 percent weighted average, at five cycles, when tested for soundness in magnesium sulfate in accordance with ASTM C 88. The amount of flat and elongated particles shall not exceed 20 percent for the fraction retained on the 1/2 inch sieve nor 20 percent for the fraction passing the 1/2 inch sieve. A flat particle is one having a ratio of width to thickness greater than 3; an elongated particle is one having a ratio of length to width greater than 3. In the portion retained on each sieve specified, the crushed aggregate shall contain at least 90 percent by weight of crushed pieces having two or more freshly fractured faces with the area of each face being at least equal to 75 percent of the smallest midsectional area of the piece. When two fractures are contiguous, the angle between planes of the fractures must be at least 30 degrees in order to count as two fractured faces. Crushed gravel shall be manufactured from gravel particles 90 percent of which by weight are retained on the maximum size sieve listed in TABLE 1.

#### 2.1.1.2 Fine Aggregate

Fine aggregates shall be angular particles of uniform density. When the fine aggregate is supplied from more than one source, aggregate from each source shall meet the specified requirements.

#### 2.1.2.1 Graded-Crushed Aggregate Base Course

GCA fine aggregate shall consist of angular particles produced by crushing stone, slag, recycled concrete, or gravel that meets the requirements for wear and soundness specified for GCA coarse aggregate. Fine aggregate shall be produced by crushing only particles larger than No. 4 sieve in size. The fine aggregate shall contain at least 90 percent by weight of particles having two or more freshly fractured faces in the portion passing the No. 4 sieve and retained on the No. 10 sieve, and in the portion passing the No. 10 sieve and retained on the No. 40 sieve.

#### 2.1.3 Gradation Requirements

The specified gradation requirements shall apply to the completed base course. The aggregates shall have a maximum size of 3/4 inches and shall be continuously well graded within the limits specified in TABLE 1. Sieves shall conform to ASTM E 11.

TABLE I. GRADATION OF AGGREGATES

Percentage by Weight Passing Square-Mesh Sieve

Sieve Designation	No. 1	No. 2	No. 3
-----	-----	-----	-----
2 inch	100	----	----
1-1/2 inch	70-100	100	----
1 inch	45-80	60-100	100
1/2 inch	30-60	30-65	40-70
No. 4	20-50	20-50	20-50
No. 10	15-40	15-40	15-40
No. 40	5-25	5-25	5-25
No. 200	0-8	0-8	0-8

NOTE 1: Particles having diameters less than 0.0008 inch shall not be in excess of 3 percent by weight of the total sample tested.

NOTE 2: The values are based on aggregates of uniform specific gravity. If materials from different sources are used for the coarse and fine aggregates, they shall be tested in accordance with ASTM C 127 and ASTM C 128 to determine their specific gravities. If the specific gravities vary by more than 10 percent, the percentages passing the various sieves shall be corrected as directed by the Contracting Officer.

#### 2.1.4 Liquid Limit and Plasticity Index

Liquid limit and plasticity index requirements shall apply to the completed course and shall also apply to any component that is blended to meet the required gradation. The portion of any component or of the completed course passing the No. 40 sieve shall be either nonplastic or have a liquid limit not greater than 25 and a plasticity index not greater than 5.

### PART 3 EXECUTION

#### 3.1 GENERAL REQUIREMENTS

When the GCA is constructed in more than one layer, the previously constructed layer shall be cleaned of loose and foreign matter by sweeping with power sweepers or power brooms, except that hand brooms may be used in areas where power cleaning is not practicable. Adequate drainage shall be provided during the entire period of construction to prevent water from collecting or standing on the working area. Line and grade stakes shall be provided as necessary for control. Grade stakes shall be in lines parallel to the centerline of the area under construction and suitably spaced for string lining.

#### 3.2 OPERATION OF AGGREGATE SOURCES

#### 3.3 STOCKPILING MATERIAL

Prior to stockpiling of material, storage sites shall be cleared and leveled by the Contractor. All materials, including approved material available from excavation and grading, shall be stockpiled in the manner



and at the locations designated. Aggregates shall be stockpiled on the cleared and leveled areas designated by the Contracting Officer to prevent segregation. Materials obtained from different sources shall be stockpiled separately.

### 3.4 PREPARATION OF UNDERLYING COURSE

Prior to constructing the ABC, the underlying course or subgrade shall be cleaned of all foreign substances. At the time of construction of the ABC, the underlying course shall contain no frozen material. The surface of the underlying course or subgrade shall meet specified compaction and surface tolerances. The underlying course shall conform to Section 02300 EARTHWORK. Ruts or soft yielding spots in the underlying courses, areas having inadequate compaction, and deviations of the surface from the requirements set forth herein shall be corrected by loosening and removing soft or unsatisfactory material and by adding approved material, reshaping to line and grade, and recompacting to specified density requirements. For cohesionless underlying courses containing sands or gravels, as defined in ASTM D 2487, the surface shall be stabilized prior to placement of the GCA.

Stabilization shall be accomplished by mixing ABC into the underlying course and compacting by approved methods. The stabilized material shall be considered as part of the underlying course and shall meet all requirements of the underlying course. The finished underlying course shall not be disturbed by traffic or other operations and shall be maintained by the Contractor in a satisfactory condition until the GCA is placed.

### 3.5 INSTALLATION

#### 3.5.1 Mixing the Materials

The coarse and fine aggregates shall be mixed in a stationary plant, or in a traveling plant or bucket loader on an approved paved working area. The Contractor shall make adjustments in mixing procedures or in equipment as directed to obtain true grades, to minimize segregation or degradation, to obtain the required water content, and to insure a satisfactory GCA meeting all requirements of this specification.

#### 3.5.2 Placing

The mixed material shall be placed on the prepared subgrade or subbase in layers of uniform thickness with an approved spreader. When a compacted layer 6 inches or less in thickness is required, the material shall be placed in a single layer. When a compacted layer in excess of 6 inches is required, the material shall be placed in layers of equal thickness. No layer shall exceed 6 inches or less than 3 inches when compacted. The layers shall be so placed that when compacted they will be true to the grades or levels required with the least possible surface disturbance. Where the GCA is placed in more than one layer, the previously constructed layers shall be cleaned of loose and foreign matter by sweeping with power sweepers, power brooms, or hand brooms, as directed. Such adjustments in placing procedures or equipment shall be made as may be directed to obtain true grades, to minimize segregation and degradation, to adjust the water content, and to insure an acceptable GCA.

#### 3.5.3 Grade Control

The finished and completed GCA shall conform to the lines, grades, and cross sections shown. Underlying material(s) shall be excavated and

prepared at sufficient depth for the required GCA thickness so that the finished GCA with the subsequent surface course will meet the designated grades.

#### 3.5.4 Omitted

#### 3.5.5 Compaction

Each layer of the GCA shall be compacted as specified with approved compaction equipment. Water content shall be maintained during the compaction procedure to within plus or minus 2 percent of the optimum water content determined from laboratory tests as specified in paragraph SAMPLING AND TESTING. Rolling shall begin at the outside edge of the surface and proceed to the center, overlapping on successive trips at least one-half the width of the roller. Alternate trips of the roller shall be slightly different lengths. Speed of the roller shall be such that displacement of the aggregate does not occur. In all places not accessible to the rollers, the mixture shall be compacted with hand-operated power tampers. Compaction shall continue until each layer has a degree of compaction that is at least 100 percent of laboratory maximum density through the full depth of the layer. The Contractor shall make such adjustments in compacting or finishing procedures as may be directed to obtain true grades, to minimize segregation and degradation, to reduce or increase water content, and to ensure a satisfactory GCA. Any materials that are found to be unsatisfactory shall be removed and replaced with satisfactory material or reworked, as directed, to meet the requirements of this specification.

#### 3.5.6 Thickness

Compacted thickness of the aggregate course shall be as indicated No individual layer shall exceed 6 inches nor be less than 3 inches in compacted thickness. The total compacted thickness of the GCA course shall be within 1/2 inch of the thickness indicated. Where the measured thickness is more than 1/2 inch deficient, such areas shall be corrected by scarifying, adding new material of proper gradation, reblading, and recompacting as directed. Where the measured thickness is more than 1/2 inch thicker than indicated, the course shall be considered as conforming to the specified thickness requirements. Average job thickness shall be the average of all thickness measurements taken for the job, but shall be within 1/4 inch of the thickness indicated. The total thickness of the GCA course shall be measured at intervals in such a manner as to ensure one measurement for each 200 square yards of base course. Measurements shall be made in 3 inch diameter test holes penetrating the base course.

#### 3.5.7 Omitted

#### 3.5.8 Finishing

The surface of the top layer of ABC shall be finished after final compaction by cutting any overbuild to grade and rolling with a steel-wheeled roller. Thin layers of material shall not be added to the top layer of base course to meet grade. If the elevation of the top layer of GCA is 1/2 inch or more below grade, then the top layer should be scarified to a depth of at least 3 inches and new material shall be blended in and compacted to bring to grade. Adjustments to rolling and finishing procedures shall be made as directed to minimize segregation and degradation, obtain grades, maintain moisture content, and insure an acceptable base course. Should the surface become rough, corrugated,

uneven in texture, or traffic marked prior to completion, the unsatisfactory portion shall be scarified, reworked and recompact or it shall be replaced as directed.

#### 3.5.9 Smoothness

The surface of the top layer shall show no deviations in excess of 3/8 inch when tested with a 10 foot straightedge. Measurements shall be taken in successive positions parallel to the centerline of the area to be paved. Measurements shall also be taken perpendicular to the centerline at 50 foot intervals. Deviations exceeding this amount shall be corrected by removing material and replacing with new material, or by reworking existing material and compacting it to meet these specifications.

#### 3.6 TRAFFIC

Traffic shall not be allowed on the completed GCA course.

#### 3.7 MAINTENANCE

The GCA shall be maintained in a satisfactory condition until the full pavement section is completed and accepted. Maintenance shall include immediate repairs to any defects and shall be repeated as often as necessary to keep the area intact. Any GCA that is not paved over prior to the onset of winter, shall be retested to verify that it still complies with the requirements of this specification. Any area of GCA that is damaged shall be reworked or replaced as necessary to comply with this specification.

#### 3.8 DISPOSAL OF UNSATISFACTORY MATERIALS

Any unsuitable materials that must be removed shall be disposed of as directed. No additional payments will be made for materials that must be replaced.

-- End of Section --

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SECTION 02731A

AGGREGATE SURFACE COURSE

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SECTION 02731A

AGGREGATE SURFACE COURSE  
**01/98**

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 117	(1995) Materials Finer Than 75 micrometer (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C 131	(1996) Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C 136	(1996a) Sieve Analysis of Fine and Coarse Aggregates
ASTM D 75	(1987; R 1997) Sampling Aggregates
ASTM D 422	(1963; R 1998) Particle-Size Analysis of Soils
ASTM D 1556	(2000) Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D 1557	(1998) Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft. (2,700 kN-m/cu.m.))
ASTM D 2922	(1996el) Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
ASTM D 3017	(1996) Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
ASTM D 3740	(1999c) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM D 4318	(2000) Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM E 11	(1995) Wire-Cloth Sieves for Testing

## Purposes

### 1.2 DEGREE OF COMPACTION

Degree of compaction is a percentage of the maximum density obtained by the test procedure presented in ASTM D 1557 abbreviated herein as present laboratory maximum density.

### 1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

#### SD-01 Data

##### Equipment; FIO

List of proposed equipment to be used in performance of construction work including descriptive data.

### 1.4 EQUIPMENT

All plant, equipment, and tools used in the performance of the work covered by this section will be subject to approval by the Contracting Officer before the work is started and shall be maintained in satisfactory working condition at all times. The equipment shall be adequate and shall have the capability of producing the required compaction, and meeting the grade controls, thickness controls, and smoothness requirements set forth herein.

### 1.5 SAMPLING AND TESTING

Sampling and testing shall be the responsibility of the Contractor. Sampling and testing shall be performed by an approved commercial testing laboratory or by the Contractor, subject to approval. If the Contractor elects to establish its own testing facilities, approval of such facilities will be based on compliance with ASTM D 3740. No work requiring testing will be permitted until the Contractor's facilities have been inspected and approved.

#### 1.5.1 Sampling

Sampling for material gradation, liquid limit, and plastic limit tests shall be taken in conformance with ASTM D 75. When deemed necessary, the sampling will be observed by the Contracting Officer.

#### 1.5.2 Testing

##### 1.5.2.1 Gradation

Aggregate gradation shall be made in conformance with ASTM C 117, ASTM C 136, and ASTM D 422. Sieves shall conform to ASTM E 11.

##### 1.5.2.2 Liquid Limit and Plasticity Index

Liquid limit and plasticity index shall be determined in accordance with ASTM D 4318.

### 1.5.3 Approval of Materials

The source of the material to be used for producing aggregates shall be selected 30 days prior to the time the material will be required in the work. Approval of sources not already approved by the Corps of Engineers will be based on an inspection by the Contracting Officer. Tentative approval of materials will be based on appropriate test results on the aggregate source. Final approval of the materials will be based on tests for gradation, liquid limit, and plasticity index performed on samples taken from the completed and compacted surface course.

### 1.6 WEATHER LIMITATIONS

Aggregate surface courses shall not be constructed when the ambient temperatures is below 35 degrees F and on subgrades that are frozen or contain frost. It shall be the responsibility of the Contractor to protect, by approved method or methods, all areas of surfacing that have not been accepted by the Contracting Officer. Surfaces damaged by freeze, rainfall, or other weather conditions shall be brought to a satisfactory condition by the Contractor.

## PART 2 PRODUCTS

### 2.1 AGGREGATES

Aggregates shall consist of clean, sound, durable particles of natural gravel, crushed gravel, crushed stone, sand, slag, soil, or other approved materials processed and blended or naturally combined. Aggregates shall be free from lumps and balls of clay, organic matter, objectionable coatings, and other foreign materials. The Contractor shall be responsible for obtaining materials that meet the specification and can be used to meet the grade and smoothness requirements specified herein after all compaction and proof rolling operations have been completed.

#### 2.1.1 Coarse Aggregates

The material retained on the No. 4 sieve shall be known as coarse aggregate. Coarse aggregates shall be reasonably uniform in density and quality. The coarse aggregate shall have a percentage of wear not to exceed 50 percent after 500 revolutions as determined by ASTM C 131. The amount of flat and/or elongated particles shall not exceed 20 percent. A flat particle is one having a ratio of width to thickness greater than three; an elongated particle is one having a ratio of length to width greater than three. When the coarse aggregate is supplied from more than one source, aggregate from each source shall meet the requirements set forth herein.

#### 2.1.2 Fine Aggregates

The material passing the No. 4 sieve shall be known as fine aggregate. Fine aggregate shall consist of screenings, sand, soil, or other finely divided mineral matter that is processed or naturally combined with the coarse aggregate.

#### 2.1.3 Gradation Requirements

Gradation requirements specified in TABLE I shall apply to the completed aggregate surface. It shall be the responsibility of the Contractor to

obtain materials that will meet the gradation requirements after mixing, placing, compacting, and other operations. TABLE I shows permissible gradings for granular material used in aggregate surface roads and airfields. Sieves shall conform to ASTM E 11.

TABLE I. GRADATION FOR AGGREGATE SURFACE COURSES

Sieve Designation	No. 1	No. 2	No. 3	No. 4
1 in.	100	100	100	100
3/8 in.	50-85	60-100	--	--
No. 4	35-65	50-85	55-100	70-100
No. 10	25-50	40-70	40-100	55-100
No. 40	15-30	24-45	20-50	30-70
No. 200	8-15	8-15	8-15	8-15

## 2.2 LIQUID LIMIT AND PLASTICITY INDEX REQUIREMENTS

The portion of the completed aggregate surface course passing the No. 40 sieve shall have a maximum liquid limit of 35 and a plasticity index of 4 to 9.

## PART 3 EXECUTION

### 3.1 OPERATION OF AGGREGATE SOURCES

Clearing, stripping, and excavating shall be the responsibility of the Contractor. The aggregate sources shall be operated to produce the quantity and quality of materials meeting these specification requirements in the specified time limit. Upon completion of the work, the aggregate sources on Government property shall be conditioned to drain readily and be left in a satisfactory condition. Aggregate sources on private lands shall be conditioned in agreement with local laws or authorities.

### 3.2 STOCKPILING MATERIALS

Prior to stockpiling the material, the storage sites shall be cleared and leveled by the Contractor. All materials, including approved material available from excavation and grading, shall be stockpiled in the manner and at the locations designated. Aggregates shall be stockpiled in such a manner that will prevent segregation. Aggregates and binders obtained from different sources shall be stockpiled separately.

### 3.3 PREPARATION OF UNDERLYING COURSE SUBGRADE

The subgrade, including shoulders, shall be cleaned of all foreign substances. At the time of surface course construction, the subgrade shall contain no frozen material. Ruts or soft yielding spots in the subgrade areas having inadequate compaction and deviations of the surface from the requirements set forth herein shall be corrected by loosening and removing soft or unsatisfactory material and by adding approved material, reshaping to line and grade and recompacting to density requirements specified in Section 02721a SUBBASE COURSES. The completed subgrade shall not be disturbed by traffic or other operations and shall be maintained by the Contractor in a satisfactory condition until the surface course is placed.

### 3.4 GRADE CONTROL



During construction, the lines and grades including crown and cross slope indicated for the aggregate surface course shall be maintained by means of line and grade stakes placed by the Contractor in accordance with the SPECIAL CONTRACT REQUIREMENTS.

### 3.5 MIXING AND PLACING MATERIALS

The materials shall be mixed and placed to obtain uniformity of the material and a uniform optimum water content for compaction. The Contractor shall make adjustments in mixing, placing procedures, or in equipment to obtain the true grades, to minimize segregation and degradation, to obtain the desired water content, and to ensure a satisfactory surface course.

### 3.6 LAYER THICKNESS

The aggregate material shall be placed on the subgrade in layers of uniform thickness. When a compacted layer of 6 inches or less is specified, the material may be placed in a single layer; when a compacted thickness of more than 6 inches is required, no layer shall exceed 6 inches nor be less than 3 inches when compacted.

### 3.7 COMPACTION

Each layer of the aggregate surface course shall be compacted with approval compaction equipment. The water content during the compaction procedure shall be maintained at optimum or at the percentage specified by the Contracting Officer. In locations not accessible to the rollers, the mixture shall be compacted with mechanical tampers. Compaction shall continue until each layer through the full depth is compacted to at least 100 percent of laboratory maximum density. Any materials that are found to be unsatisfactory shall be removed and replaced with satisfactory material or reworked to produce a satisfactory material.

### 3.8 EDGES OF AGGREGATE-SURFACED ROAD

Approved material shall be placed along the edges of the aggregate surface course in such quantity as to compact to the thickness of the course being constructed. When the course is being constructed in two or more layers, at least 1 foot of shoulder width shall be rolled and compacted simultaneously with the rolling and compacting of each layer of the surface course.

### 3.9 SMOOTHNESS TEST

The surface of each layer shall not show any deviations in excess of 3/8 inch when tested with a 10 foot straightedge applied both parallel with and at right angles to the centerline of the area to be paved. Deviations exceeding this amount shall be corrected by the Contractor by removing material, replacing with new material, or reworking existing material and compacting, as directed.

### 3.10 THICKNESS CONTROL

The completed thickness of the aggregate surface course shall be within 1/4 inch, plus or minus, of the thickness indicated on plans. The thickness of the aggregate surface course shall be measured at intervals in such manner that there will be a thickness measurement for at least each

500 square yards of the aggregate surface course. The thickness measurement shall be made by test holes at least 3 inches in diameter through the aggregate surface course. When the measured thickness of the aggregate surface course is more than 1/4 inch deficient in thickness, the Contractor, at no additional expense to the Government, shall correct such areas by scarifying, adding mixture of proper gradation, reblading, and recompact, as directed. Where the measured thickness of the aggregate surface course is more than 1/4 inch) thicker than that indicated, it shall be considered as conforming with the specified thickness requirements plus 1/4 inch. The average job thickness shall be the average of the job measurements determined as specified above, but shall be within 1/4 inch of the thickness indicated. When the average job thickness fails to meet this criterion, the Contractor shall, at no additional expense to the Government, make corrections by scarifying, adding or removing mixture of proper gradation, and reblading and recompact, as directed.

### 3.11 DENSITY TESTS

Density shall be measured in the field in accordance with ASTM D 1556. Tests performed in accordance with ASTM D 2922 result in a wet unit weight of soil and when using this method, ASTM D 3017 shall be used to determine the moisture content of the soil. The calibration curves furnished with the moisture gauges shall also be checked along with density calibration checks as described in ASTM D 3017.

### 3.12 WEAR TEST

Wear tests shall be made in conformance with ASTM C 131.

### 3.13 MAINTENANCE

The aggregate surface course shall be maintained in a condition that will meet all specification requirements until accepted.

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SECTION 02748A

BITUMINOUS TACK AND PRIME COATS

**01/98**

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SECTION 02748A

BITUMINOUS TACK AND PRIME COATS  
**01/98**

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS  
(AASHTO)

AASHTO T 40 (1978; R 1996) Sampling Bituminous  
Materials

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 140 (2000) Sampling Bituminous Materials

ASTM D 977 (1998) Emulsified Asphalt

ASTM D 2995 (1999) Determining Application Rate of  
Bituminous Distributors

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-09 Reports

Sampling and Testing

Copies of all test results for bituminous materials, within 24 hours of completion of tests. Certified copies of the manufacturer's test reports indicating compliance with applicable specified requirements, not less than 30 days before the material is required in the work.

1.3 OMITTED

1.4 PLANT, EQUIPMENT, MACHINES AND TOOLS

1.4.1 General Requirements

Plant, equipment, machines and tools used in the work shall be subject to approval and shall be maintained in a satisfactory working condition at all times.

#### 1.4.2 Bituminous Distributor

The distributor shall have pneumatic tires of such size and number to prevent rutting, shoving or otherwise damaging the base surface or other layers in the pavement structure. The distributor shall be designed and equipped to spray the bituminous material in a uniform coverage at the specified temperature, at readily determined and controlled rates with an allowable variation from the specified rate of not more than plus or minus 5 percent, and at variable widths. Distributor equipment shall include a separate power unit for the bitumen pump, full-circulation spray bars, tachometer, pressure gauges, volume-measuring devices, adequate heaters for heating of materials to the proper application temperature, a thermometer for reading the temperature of tank contents, and a hand hose attachment suitable for applying bituminous material manually to areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the bituminous material during the heating process.

#### 1.4.3 Power Brooms and Power Blowers

Power brooms and power blowers shall be suitable for cleaning the surfaces to which the bituminous coat is to be applied.

#### 1.5 WEATHER LIMITATIONS

Bituminous coat shall be applied only when the surface to receive the bituminous coat is dry. Bituminous coat shall be applied only when the atmospheric temperature in the shade is 50 degrees F or above and when the temperature has not been below 35 degrees F for the 12 hours prior to application.

### PART 2 PRODUCTS

#### 2.1 TACK COAT

Emulsified asphalt shall conform to ASTM D 977.

#### 2.2 PRIME COAT

Emulsified asphalt shall conform to ASTM D 977 Grade RS-1.

### PART 3 EXECUTION

#### 3.1 PREPARATION OF SURFACE

Immediately before applying the bituminous coat, all loose material, dirt, clay, or other objectionable material shall be removed from the surface to be treated. The surface shall be dry and clean at the time of treatment.

#### 3.2 APPLICATION RATE

The exact quantities within the range specified, which may be varied to suit field conditions, will be determined by the Contracting Officer. The Range of application rates for the bituminous materials is for the bituminous residue content and does not include water or solvents that are contained in emulsified bituminous materials

##### 3.2.1 Tack Coat

Bituminous material for the tack coat shall be applied in quantities of not less than 0.05 gallon nor more than 0.15 gallon per square yard of pavement surface.

### 3.2.2 Prime Coat

Bituminous material for the prime coat shall be applied in quantities of not less than 0.15 gallon nor more than 0.40 gallon per square yard of pavement surface.

## 3.3 APPLICATION TEMPERATURE

### 3.3.1 Viscosity Relationship

Asphalt application temperature shall provide an application viscosity between 10 and 60 seconds, Saybolt Furol, or between 20 and 120 centistokes, kinematic. The temperature viscosity relation shall be furnished to the Contracting Officer.

### 3.3.2 Temperature Ranges

The viscosity requirements shall determine the application temperature to be used. The following is a normal range of application temperatures:

Emulsions	
-----	
RS-1	70-140 degrees F

\*These temperature ranges exceed the flash point of the material and care should be taken in their heating.

## 3.4 APPLICATION

### 3.4.1 General

Following preparation and subsequent inspection of the surface, the bituminous coat shall be applied at the specified rate with uniform distribution over the surface to be treated. All areas and spots missed by the distributor shall be properly treated with the hand spray. Until the succeeding layer of pavement is placed, the surface shall be maintained by protecting the surface against damage and by repairing deficient areas at no additional cost to the Government. If required, clean dry sand shall be spread to effectively blot up any excess bituminous material. No smoking, fires, or flames other than those from the heaters that are a part of the equipment shall be permitted within 25 feet of heating, distributing, and transferring operations of bituminous material other than bituminous emulsions. All traffic, except for paving equipment used in constructing the surfacing, shall be prevented from using the underlying material, whether primed or not, until the surfacing is completed. The bituminous coat shall conform to all requirements as described herein.

### 3.4.2 Prime Coat

The prime coat will be required if it will be at least seven days before a the surfacing (Asphalt cement hot mix concrete) layer is constructed on the underlying (base course, etc) compacted material. The type of liquid asphalt and application rate will be as specified herein. The Contractor shall protect the underlying from any damage (water, traffic, etc.) until

the surfacing is placed. If the Contractor places the surfacing within seven days, the choice of protection measures or actions to be taken is at the Contractor's option. Damage to the underlying material caused by lack of, or inadequate, protection shall be repaired (recompacted or replaced) by approved methods at no additional cost to the Government. If the Contractor options to use the prime coat, it shall be applied as soon as possible after consolidation of the underlying material. To obtain uniform application of the prime coat on the surface treated at the junction of previous and subsequent applications, building paper shall be spread on the surface for a sufficient distance back from the ends of each application to start and stop the prime coat on the paper. Immediately after application, the building paper shall be removed and destroyed.

#### 3.4.3 Tack Coat

Tack coat shall be applied at the locations shown on the drawings.

#### 3.5 CURING PERIOD

Following application of the bituminous material and prior to application of the succeeding layer of pavement, the bituminous coat shall be allowed to cure and to obtain evaporation of any volatiles or moisture. Prime coat shall be allowed to cure without being disturbed for a period of at least 48 hours or longer, as may be necessary to attain penetration into the treated course.

#### 3.6 OMITTED

#### 3.7 SAMPLING AND TESTING

Sampling and testing shall be performed by an approved commercial testing laboratory or by facilities furnished by the Contractor. No work requiring testing will be permitted until the facilities have been inspected and approved.

##### 3.7.1 Sampling

The samples of bituminous material, unless otherwise specified, shall be in accordance with ASTM D 140 or AASHTO T 40. Sources from which bituminous materials are to be obtained shall be selected and notification furnished the Contracting Officer within 15 days after the award of the contract.

##### 3.7.2 Calibration Test

The Contractor shall furnish all equipment, materials, and labor necessary to calibrate the bituminous distributor. Calibration shall be made with the approved job material and prior to applying the bituminous coat material to the prepared surface. Calibration of the bituminous distributor shall be in accordance with ASTM D 2995.

##### 3.7.3 Trial Applications

Before providing the complete bituminous coat, three lengths of at least 100 feet for the full width of the distributor bar shall be applied to evaluate the amount of bituminous material that can be satisfactorily applied.

###### 3.7.3.1 Tack Coat Trial Application Rate

Unless otherwise authorized, the trial application rate of bituminous tack coat materials shall be applied in the amount of 0.05 gallons per square yard. Other trial applications shall be made using various amounts of material as may be deemed necessary.

#### 3.7.3.2 Prime Coat Trial Application Rate

Unless otherwise authorized, the trial application rate of bituminous materials shall be applied in the amount of 0.25 gallon per square yard. Other trial applications shall be made using various amounts of material as may be deemed necessary.

#### 3.7.4 Sampling and Testing During Construction

Quality control sampling and testing shall be performed as required in paragraph FIELD QUALITY CONTROL.

-- End of Section --

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SECTION 02749

HOT-MIX ASPHALT (HMA) FOR AIRFIELDS

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SECTION 02749

HOT-MIX ASPHALT (HMA) FOR AIRFIELDS  
**03/02**

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS  
(AASHTO)

- |             |  |
|-------------|--|
| AASHTO MP 1 | (1998) Provisional Specification for<br>Performance Graded Asphalt Binder          |
| AASHTO TP53 | (2000) Determining Asphalt Content of Hot<br>Mix Asphalt by the Ignition Method ** |

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- |                 |   |
|-----------------|---|
| ASTM C 117      | (1995) Materials Finer Than 75 micrometer<br>(No. 200) Sieve in Mineral Aggregates by<br>Washing                        |
| ASTM C 1252     | (1998) Uncompacted Void Content of Fine<br>Aggregate (as Influenced by Particle<br>Shape, Surface Texture, and Grading) |
| ASTM C 131      | (1996) Resistance to Degradation of<br>Small-Size Coarse Aggregate by Abrasion<br>and Impact in the Los Angeles Machine |
| ASTM C 136      | (1996a) Sieve Analysis of Fine and Coarse<br>Aggregates   |
| ASTM C 29/C 29M | (1997) Bulk Density ("Unit Weight") and<br>Voids in Aggregates  |
| ASTM C 566      | (1997) Total Evaporable Moisture Content<br>of Aggregate by Drying  |
| ASTM C 88       | (1999a) Soundness of Aggregates by Use of<br>Sodium Sulfate or Magnesium Sulfate  |
| ASTM D 140      | (2000) Sampling Bituminous Materials  |
| ASTM D 1461     | (1985; R 1994) Moisture or Volatile<br>Distillates in Bituminous Paving Mixtures  |
| ASTM D 1559     | (1989) Resistance to Plastic Flow of<br>Bituminous Mixtures Using Marshall<br>Apparatus \N(Deleted; continued use       |

without replacement.)

ASTM D 2041	(1995) Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D 2172	(1995) Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
ASTM D 2419	(1995) Sand Equivalent Value of Soils and Fine Aggregate
ASTM D 242	(1995) Mineral Filler for Bituminous Paving Mixtures
ASTM D 2489	(2000) Degree of Particle Coating of Bituminous-Aggregate Mixtures
ASTM D 2726	(2000) Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixture
ASTM D 2950	(1997) Density of Bituminous Concrete in Place by Nuclear Method
ASTM D 3203	(1994; R 2000) Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D 3665	(1999) Random Sampling of Construction Materials
ASTM D 3666	(2000) Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials
ASTM D 4125	(1994el) Asphalt Content of Bituminous Mixtures by the Nuclear Method
ASTM D 4791	(1999) Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D 4867/D 4867M	(1996) Effect of Moisture on Asphalt Concrete Paving Mixtures
ASTM D 5444	(1998) Mechanical Size Analysis of Extracted Aggregate
ASTM D 6307	(1998) Asphalt Content of Hot Mix Asphalt by Ignition Method
ASTM D 995	(1995b) Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures

ASPHALT INSTITUTE (AI)

AI MS-2	(1997) Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types
---------	--

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CDT)

CDT Test 526 (1978) Operation of California  
Profilograph and Evaluation of Profiles

U.S. ARMY CORPS OF ENGINEERS (USACE)

COE CRD-C 171 (1995) Test Method for Determining  
Percentage of Crushed Particles in  
Aggregate

1.2 DESCRIPTION OF WORK

The work shall consist of pavement courses composed of mineral aggregate and asphalt material heated and mixed in a central mixing plant and placed on a prepared course. HMA designed and constructed in accordance with this section shall conform to the lines, grades, thicknesses, and typical cross sections shown on the drawings. Each course shall be constructed to the depth, section, or elevation required by the drawings and shall be rolled, finished, and approved before the placement of the next course.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Mix Design; G

Proposed JMF.

Contractor Quality Control; G

Quality control plan.

SD-14 Samples

Asphalt Cement Binder; FIO

5 gallon sample for mix design verification.

Aggregates; FIO

Sufficient materials to produce 200 lb of blended mixture for mix design verification.

SD-09 Reports

Aggregates; G

QC Monitoring; FIO

Aggregate and QC test results.

SD-13 Certificates

Asphalt Cement Binder; G

Copies of certified test data.

Testing Laboratory; FIO

Certification of compliance.

1.4 METHOD OF MEASUREMENT

Measurement of the quantity of hot-mix asphalt, per ton placed and accepted, shall be made for the purposes of assessing the pay factors stipulated in this section.

1.5 BASIS OF PAYMENT

The measured quantity of hot-mixed asphalt will be paid for and included in the lump-sum contract price. If less than 100 percent payment is due based on the pay factors stipulated in paragraph MATERIAL ACCEPTANCE AND PERCENT PAYMENT, a unit price of 427 per ton shall be used for purposes of calculating the payment reduction.

1.6 ASPHALT MIXING PLANT

Plants used for the preparation of hot-mix asphalt shall conform to the requirements of ASTM D 995 with the following changes:

a. Truck Scales. The asphalt mixture shall be weighed on approved scales furnished by the Contractor, or on certified public scales at the Contractor's expense. Scales shall be inspected and sealed at least annually by an approved calibration laboratory.

b. Testing Facilities. The Contractor shall provide laboratory facilities at the plant for the use of the Government's Engineer's acceptance testing and the Contractor's quality control testing.

c. Inspection of Plant. The Contracting Officer Engineer shall have access at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant; verifying weights, proportions, and material properties; checking the temperatures maintained in the preparation of the mixtures and for taking samples. The Contractor shall provide assistance as requested, for the Government Engineer to procure any desired samples.

d. Storage Bins. The asphalt mixture may be stored in non-insulated storage bins for a period of time not exceeding 3 hours. The asphalt mixture may be stored in insulated storage bins for a period of time not exceeding 8 hours. The mix drawn from bins shall meet the same requirements as mix loaded directly into trucks.

1.7 HAULING EQUIPMENT

Trucks used for hauling hot-mix asphalt shall have tight, clean, and smooth metal beds. To prevent the mixture from adhering to them, the truck beds shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other approved material. Petroleum based products shall not be used as a release agent. Each truck shall have a suitable cover to

protect the mixture from adverse weather. When necessary to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated and covers (tarps) shall be securely fastened.

## 1.8 ASPHALT PAVERS

Asphalt pavers shall be self-propelled, with an activated screed, heated as necessary, and shall be capable of spreading and finishing courses of hot-mix asphalt which will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface.

### 1.8.1 Receiving Hopper

The paver shall have a receiving hopper of sufficient capacity to permit a uniform spreading operation. The hopper shall be equipped with a distribution system to place the mixture uniformly in front of the screed without segregation. The screed shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, or gouging the mixture.

### 1.8.2 Automatic Grade Controls

If an automatic grade control device is used, the paver shall be equipped with a control system capable of automatically maintaining the specified screed elevation. The control system shall be automatically actuated from either a reference line and/or through a system of mechanical sensors or sensor-directed mechanisms or devices which will maintain the paver screed at a predetermined transverse slope and at the proper elevation to obtain the required surface. The transverse slope controller shall be capable of maintaining the screed at the desired slope within plus or minus 0.1 percent. A transverse slope controller shall not be used to control grade. The controls shall be capable of working in conjunction with any of the following attachments:

- a. Ski-type device of not less than 30 feet in length.
- b. Taut stringline set to grade.
- c. Short ski or shoe for joint matching.
- d. Laser control.

## 1.9 ROLLERS

Rollers shall be in good condition and shall be operated at slow speeds to avoid displacement of the asphalt mixture. The number, type, and weight of rollers shall be sufficient to compact the mixture to the required density while it is still in a workable condition. Equipment which causes excessive crushing of the aggregate shall not be used.

### 1.10 WEATHER LIMITATIONS

The hot-mix asphalt shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 1. The temperature requirements may be waived by the Contracting Officer/Engineer, if requested; however, all other requirements, including compaction, shall be met.

Table 1. Surface Temperature Limitations of Underlying Course

Mat Thickness, inches	Degrees F
3 or greater	40
Less than 3	45

## PART 2 PRODUCTS

### 2.1 AGGREGATES

Aggregates shall consist of crushed stone, crushed gravel, crushed slag, screenings, natural sand and mineral filler, as required. The portion of material retained on the No. 4 sieve is coarse aggregate. The portion of material passing the No. 4 sieve and retained on the No. 200 sieve is fine aggregate. The portion passing the No. 200 sieve is defined as mineral filler. All aggregate test results and samples shall be submitted to the Contracting Officer/Engineer at least 14 days prior to start of construction.

#### 2.1.1 Coarse Aggregate

Coarse aggregate shall consist of sound, tough, durable particles, free from films of material that would prevent thorough coating and bonding with the asphalt material and free from organic matter and other deleterious substances. The coarse aggregate particles shall meet the following requirements:

a. The percentage of loss shall not be greater than 40 percent after 500 revolutions when tested in accordance with ASTM C 131.

b. The percentage of loss shall not be greater than 18 percent after five cycles when tested in accordance with ASTM C 88 using magnesium sulfate.

c. At least 75 percent by weight of coarse aggregate shall have at least two or more fractured faces when tested in accordance with COE CRD-C 171. Fractured faces shall be produced by crushing.

d. The particle shape shall be essentially cubical and the aggregate shall not contain more than 20 percent, by weight, of flat and elongated particles (3:1 ratio of maximum to minimum) when tested in accordance with ASTM D 4791.

e. Slag shall be air-cooled, blast furnace slag, and shall have a compacted weight of not less than 75 lb/cu ft when tested in accordance with ASTM C 29/C 29M.

#### 2.1.2 Fine Aggregate

Fine aggregate shall consist of clean, sound, tough, durable particles. The aggregate particles shall be free from coatings of clay, silt, or any objectionable material and shall contain no clay balls. The fine aggregate particles shall meet the following requirements:

a. The quantity of natural sand (noncrushed material) added to the



aggregate blend shall not exceed 15 percent by weight of total aggregate.

b. The individual fine aggregate sources shall have a sand equivalent value greater than 45 when tested in accordance with ASTM D 2419.

c. The fine aggregate portion of the blended aggregate shall have an uncompacted void content greater than 45.0 percent when tested in accordance with ASTM C 1252 Method A.

#### 2.1.3 Mineral Filler

Mineral filler shall be nonplastic material meeting the requirements of ASTM D 242.

#### 2.1.4 Aggregate Gradation

The combined aggregate gradation shall conform to gradations specified in Table 2, when tested in accordance with ASTM C 136 and ASTM C 117, and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve or vice versa, but grade uniformly from coarse to fine.

Table 2. Aggregate Gradations

Gradation 1

Sieve Size, inch	Percent Passing by Mass
1	100
3/4	76-96
1/2	68-88
3/8	60-82
No. 4	45-67
No. 8	32-54
No. 16	22-44

#### 2.2 ASPHALT CEMENT BINDER

Asphalt cement binder shall conform to AASHTO MP 1 Performance Grade (PG) 64-22. Test data indicating grade certification shall be provided by the supplier at the time of delivery of each load to the mix plant. Copies of these certifications shall be submitted to the Contracting OfficerEngineer.

The supplier is defined as the last source of any modification to the binder. The Contracting OfficerEngineer may sample and test the binder at the mix plant at any time before or during mix production. Samples for this verification testing shall be obtained by the Contractor in accordance with ASTM D 140 and in the presence of the Contracting OfficerEngineer. These samples shall be furnished to the Contracting OfficerEngineer for the verification testing, which shall be at no cost to the Contractor. Samples of the asphalt cement specified shall be submitted for approval not less than 14 days before start of the test section.

#### 2.3 MIX DESIGN

The Contractor shall develop the mix design. The asphalt mix shall be composed of a mixture of well-graded aggregate, mineral filler if required, and asphalt material. The aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting

mixture meets the grading requirements of the job mix formula (JMF). No hot-mix asphalt for payment shall be produced until a JMF has been approved. The hot-mix asphalt shall be designed using procedures contained in AI MS-2 and the criteria shown in Table 3. If the Tensile Strength Ratio (TSR) of the composite mixture, as determined by ASTM D 4867/D 4867M is less than 75, the aggregates shall be rejected or the asphalt mixture treated with an approved anti-stripping agent. The amount of anti-stripping agent added shall be sufficient to produce a TSR of not less than 75. If an antistrip agent is required, it shall be provided by the Contractor at no additional cost. Sufficient materials to produce 200 pound of blended mixture shall be provided to the Contracting Officer Engineer for verification of mix design at least 14 days prior to construction of test section.

### 2.3.1 JMF Requirements

The job mix formula shall be submitted in writing by the Contractor for approval at least 14 days prior to the start of the test section and shall include as a minimum:

- a. Percent passing each sieve size.
- b. Percent of asphalt cement.
- c. Percent of each aggregate and mineral filler to be used.
- d. Asphalt viscosity grade, penetration grade, or performance grade.
- e. Number of blows of hammer per side of molded specimen.
- f. Laboratory mixing temperature.
- g. Lab compaction temperature.
- h. Temperature-viscosity relationship of the asphalt cement.
- i. Plot of the combined gradation on the 0.45 power gradation chart, stating the nominal maximum size.
- j. Graphical plots of stability, flow, air voids, voids in the mineral aggregate, and unit weight versus asphalt content as shown in AI MS-2.
- k. Specific gravity and absorption of each aggregate.
- l. Percent natural sand.
- m. Percent particles with two or more fractured faces (in coarse aggregate).
- n. Fine aggregate angularity.
- o. Percent flat or elongated particles (in coarse aggregate).
- p. Tensile Strength Ratio.
- q. Antistrip agent (if required) and amount.
- r. List of all modifiers and amount.

Table 3. Marshall Design Criteria

Test Property	75 Blow Mix
Stability, pounds minimum	*2150
Flow, 0.01 inch	8-16
Air voids, percent	3-5
Percent Voids in mineral aggregate (minimum)	See Table 4
TSR, minimum percent	75

\* This is a minimum requirement. The average during construction shall be significantly higher than this number to ensure compliance with the specifications.

Table 4. Minimum Percent Voids in Mineral Aggregate (VMA)\*\*

Aggregate (See Table 2)	Minimum VMA, percent
Gradation 1	13.0

\*\* Calculate VMA in accordance with AI MS-2, based on ASTM D 2726 bulk specific gravity for the aggregate.

### 2.3.2 Adjustments to JMF

The JMF for each mixture shall be in effect until a new formula is approved in writing by the Contracting Officer/Engineer. Should a change in sources of any materials be made, a new mix design shall be performed and a new JMF approved before the new material is used. The Contractor will be allowed to adjust the JMF within the limits specified below to optimize mix volumetric properties. Adjustments to the JMF shall be limited to plus or minus 3 percent on the 1/2 inch, No. 4, and No. 8 sieves; plus or minus 1.0 percent on the No. 200 sieve; and plus or minus 0.40 percent binder content. If adjustments are needed that exceed these limits, a new mix design shall be developed. Tolerances given above may permit the aggregate grading to be outside the limits shown in Table 2; this is acceptable.

## PART 3 EXECUTION

### 3.1 PREPARATION OF ASPHALT BINDER MATERIAL

The asphalt cement material shall be heated avoiding local overheating and providing a continuous supply of the asphalt material to the mixer at a uniform temperature. The temperature of unmodified asphalts shall be no more than 325 degrees F when added to the aggregates. Modified asphalts shall be no more than 350 degrees F when added to the aggregates.

### 3.2 PREPARATION OF MINERAL AGGREGATE

The aggregate for the mixture shall be heated and dried prior to mixing. No damage shall occur to the aggregates due to the maximum temperature and rate of heating used. The temperature of the aggregate and mineral filler shall not exceed 350 degrees F when the asphalt cement is added. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability.

### 3.3 PREPARATION OF HOT-MIX ASPHALT MIXTURE

The aggregates and the asphalt cement shall be weighed or metered and introduced into the mixer in the amount specified by the JMF. The combined materials shall be mixed until the aggregate obtains a uniform coating of asphalt binder and is thoroughly distributed throughout the mixture. Wet mixing time shall be the shortest time that will produce a satisfactory mixture, but no less than 25 seconds for batch plants. The wet mixing time for all plants shall be established by the Contractor, based on the procedure for determining the percentage of coated particles described in ASTM D 2489, for each individual plant and for each type of aggregate used.

The wet mixing time will be set to at least achieve 95 percent of coated particles. The moisture content of all hot-mix asphalt upon discharge from the plant shall not exceed 0.5 percent by total weight of mixture as measured by ASTM D 1461.

### 3.4 PREPARATION OF THE UNDERLYING SURFACE

Immediately before placing the hot mix asphalt, the underlying course shall be cleaned of dust and debris. A prime coat and/or tack coat shall be applied in accordance with the contract specifications.

### 3.5 TEST SECTION

Prior to full production, the Contractor shall place a test section for each JMF used. The contractor shall construct a test section 250 - 500 feet long and two paver passes wide placed in two lanes, with a longitudinal cold joint. The test section shall be of the same depth as the course which it represents. The underlying grade or pavement structure upon which the test section is to be constructed shall be the same as the remainder of the course represented by the test section. The equipment used in construction of the test section shall be the same equipment to be used on the remainder of the course represented by the test section. The test section shall be placed as part of the project pavement as approved by the Contracting Officer/Engineer.

#### 3.5.1 Sampling and Testing for Test Section

One random sample shall be taken at the plant, triplicate specimens compacted, and tested for stability, flow, and laboratory air voids. A portion of the same sample shall be tested for theoretical maximum density (TMD), aggregate gradation and asphalt content. Four randomly selected cores shall be taken from the finished pavement mat, and four from the longitudinal joint, and tested for density. Random sampling shall be in accordance with procedures contained in ASTM D 3665. The test results shall be within the tolerances shown in Table 5 for work to continue. If all test results meet the specified requirements, the test section shall remain as part of the project pavement. If test results exceed the tolerances shown, the test section shall be removed and replaced at no cost to the Government/Owner and another test section shall be constructed.

Table 5. Test Section Requirements for Material and Mixture Properties

Property	Specification Limit
Aggregate Gradation-Percent Passing (Individual Test Result)	
No. 4 and larger	JMF plus or minus 8
No. 8, No. 16, No. 30, and No. 50	JMF plus or minus 6
No. 100 and No. 200	JMF plus or minus 2.0
Asphalt Content, Percent (Individual Test Result)	JMF plus or minus 0.5
Laboratory Air Voids, Percent (Average of 3 specimens)	JMF plus or minus 1.0
VMA, Percent (Average of 3 specimens)	13 minimum
Stability, pounds (Average of 3 specimens)	2150 minimum
Flow, 0.01 inches (Average of 3 specimens)	8 - 16
Mat Density, Percent of TMD (Average of 4 Random Cores)	93.0 - 96.5
Joint Density, Percent of TMD (Average of 4 Random Cores)	91.5 - 96.5

### 3.5.2 Additional Test Sections

If the initial test section should prove to be unacceptable, the necessary adjustments to the JMF, plant operation, placing procedures, and/or rolling procedures shall be made. A second test section shall then be placed. Additional test sections, as required, shall be constructed and evaluated for conformance to the specifications. Full production shall not begin until an acceptable section has been constructed and accepted.

### 3.6 TESTING LABORATORY

The laboratory used to develop the JMF and for Government Engineer acceptance testing shall meet the requirements of ASTM D 3666. A certification signed by the manager of the laboratory stating that it meets these requirements or clearly listing all deficiencies shall be submitted to the Contracting Officer Engineer prior to the start of construction. The certification shall contain as a minimum:

- a. Qualifications of personnel; laboratory manager, supervising technician, and testing technicians.
- b. A listing of equipment to be used in developing the job mix.
- c. A copy of the laboratory's quality control system.
- d. Evidence of participation in the AASHTO Materials Reference Laboratory (AMRL) program.

### 3.7 TRANSPORTING AND PLACING

#### 3.7.1 Transporting

The hot-mix asphalt shall be transported from the mixing plant to the site in clean, tight vehicles. Deliveries shall be scheduled so that placing and compacting of mixture is uniform with minimum stopping and starting of the paver. Adequate artificial lighting shall be provided for night placements. Hauling over freshly placed material will not be permitted until the material has been compacted as specified, and allowed to cool to 140 degrees F. To deliver mix to the paver, the Contractor shall use a material transfer vehicle which shall be operated to produce continuous forward motion of the paver.

#### 3.7.2 Placing

The mix shall be placed and compacted at a temperature suitable for obtaining density, surface smoothness, and other specified requirements. Upon arrival, the mixture shall be placed to the full width by an asphalt paver; it shall be struck off in a uniform layer of such depth that, when the work is completed, it shall have the required thickness and conform to the grade and contour indicated. The speed of the paver shall be regulated to eliminate pulling and tearing of the asphalt mat. Unless otherwise permitted, placement of the mixture shall begin along the centerline of a crowned section or on the high side of areas with a one-way slope. The mixture shall be placed in consecutive adjacent strips having a minimum width of 10 feet. The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least 1 foot; however, the joint in the surface course shall be at the centerline of the pavement. Transverse joints in one course shall be offset by at least 10 feet from transverse joints in the previous course. Transverse joints in adjacent lanes shall be offset a minimum of 10 feet. On isolated areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the mixture may be spread and luted by hand tools.

### 3.8 COMPACTION OF MIXTURE

After placing, the mixture shall be thoroughly and uniformly compacted by rolling. The surface shall be compacted as soon as possible without causing displacement, cracking or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of the Contractor, with the exception that the Contractor shall not apply more than three passes with a vibratory roller in the vibrating mode. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any displacement occurring as a result of reversing the direction of the roller, or from any other cause, shall be corrected at once. Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross section, and the required field density is obtained. To prevent adhesion of the mixture to the roller, the wheels shall be kept properly moistened but excessive water will not be permitted. In areas not accessible to the roller, the mixture shall be thoroughly compacted with hand tampers. Any mixture that becomes loose and broken, mixed with dirt, contains check-cracking, or is in any way defective shall be removed full depth, replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's

expense. Skin patching will not be allowed.

### 3.9 JOINTS

The formation of joints shall be made ensuring a continuous bond between the courses and to obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.

#### 3.9.1 Transverse Joints

The roller shall not pass over the unprotected end of the freshly laid mixture, except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent lane. The cutback material shall be removed from the project. In both methods, all contact surfaces shall be given a light tack coat of asphalt material before placing any fresh mixture against the joint.

#### 3.9.2 Longitudinal Joints

Longitudinal joints which are irregular, damaged, uncompacted, cold (less than 175 degrees F at the time of placing the adjacent lane), or otherwise defective, shall be cut back a minimum of 2 inches from the edge with a cutting wheel to expose a clean, sound vertical surface for the full depth of the course. All cutback material shall be removed from the project. All contact surfaces shall be given a light tack coat of asphalt material prior to placing any fresh mixture against the joint. The Contractor will be allowed to use an alternate method if it can be demonstrated that density, smoothness, and texture can be met.

### 3.10 CONTRACTOR QUALITY CONTROL

#### 3.10.1 General Quality Control Requirements

The Contractor shall develop an approved Quality Control Plan. Hot-mix asphalt for payment shall not be produced until the quality control plan has been approved. The plan shall address all elements which affect the quality of the pavement including, but not limited to:

- a. Mix Design
- b. Aggregate Grading
- c. Quality of Materials
- d. Stockpile Management
- e. Proportioning
- f. Mixing and Transportation
- g. Mixture Volumetrics
- h. Moisture Content of Mixtures
- i. Placing and Finishing

j. Joints

k. Compaction

l. Surface Smoothness

### 3.10.2 Testing Laboratory

The Contractor shall provide a fully equipped asphalt laboratory located at the plant or job site. The effective working area of the laboratory shall be a minimum of 150 square feet with a ceiling height of not less than 7.5 feet. Lighting shall be adequate to illuminate all working areas. It shall be equipped with heating and air conditioning units to maintain a temperature of 75 degrees F plus or minus 5 degrees F. Laboratory facilities shall be kept clean and all equipment shall be maintained in proper working condition. The Contracting OfficerEngineer shall be permitted unrestricted access to inspect the Contractor's laboratory facility, to witness quality control activities, and to perform any check testing desired. The Contracting OfficerEngineer will advise the Contractor in writing of any noted deficiencies concerning the laboratory facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to adversely affect test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are corrected.

### 3.10.3 Quality Control Testing

The Contractor shall perform all quality control tests applicable to these specifications and as set forth in the Quality Control Program. The testing program shall include, but shall not be limited to, tests for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, moisture in the asphalt mixture, laboratory air voids, stability, flow, in-place density, grade and smoothness. A Quality Control Testing Plan shall be developed as part of the Quality Control Program.

#### 3.10.3.1 Asphalt Content

A minimum of two tests to determine asphalt content will be performed per lot (a lot is defined in paragraph MATERIAL ACCEPTANCE AND PERCENT PAYMENT) by one of the following methods: extraction method in accordance with ASTM D 2172, Method A or B, the ignition method in accordance with the AASHTO TP53, ASTM D 6307, or the nuclear method in accordance with ASTM D 4125, provided the nuclear gauge is calibrated for the specific mix being used. For the extraction method, the weight of ash, as described in ASTM D 2172, shall be determined as part of the first extraction test performed at the beginning of plant production; and as part of every tenth extraction test performed thereafter, for the duration of plant production. The last weight of ash value obtained shall be used in the calculation of the asphalt content for the mixture.

#### 3.10.3.2 Gradation

Aggregate gradations shall be determined a minimum of twice per lot from mechanical analysis of recovered aggregate in accordance with ASTM D 5444. When asphalt content is determined by the nuclear method, aggregate gradation shall be determined from hot bin samples on batch plants, or from the cold feed on drum mix plants. For batch plants, aggregates shall be tested in accordance with ASTM C 136 using actual batch weights to determine the combined aggregate gradation of the mixture.



### 3.10.3.3 Temperatures

Temperatures shall be checked at least four times per lot, at necessary locations, to determine the temperature at the dryer, the asphalt cement in the storage tank, the asphalt mixture at the plant, and the asphalt mixture at the job site.

### 3.10.3.4 Aggregate Moisture

The moisture content of aggregate used for production shall be determined a minimum of once per lot in accordance with ASTM C 566.

### 3.10.3.5 Moisture Content of Mixture

The moisture content of the mixture shall be determined at least once per lot in accordance with ASTM D 1461 or an approved alternate procedure.

### 3.10.3.6 Laboratory Air Voids, Marshall Stability and Flow

Mixture samples shall be taken at least four times per lot and compacted into specimens, using 75 blows per side with the Marshall hammer as described in ASTM D 1559. After compaction, the laboratory air voids of each specimen shall be determined, as well as the Marshall stability and flow.

### 3.10.3.7 In-Place Density

The Contractor shall conduct any necessary testing to ensure the specified density is achieved. A nuclear gauge may be used to monitor pavement density in accordance with ASTM D 2950.

### 3.10.3.8 Grade and Smoothness

The Contractor shall conduct the necessary checks to ensure the grade and smoothness requirements are met in accordance with paragraph MATERIAL ACCEPTANCE AND PERCENT PAYMENT.

### 3.10.3.9 Additional Testing

Any additional testing, which the Contractor deems necessary to control the process, may be performed at the Contractor's option.

### 3.10.3.10 QC Monitoring

The Contractor shall submit all QC test results to the Contracting Officer Engineer on a daily basis as the tests are performed. The Contracting Officer Engineer reserves the right to monitor any of the Contractor's quality control testing and to perform duplicate testing as a check to the Contractor's quality control testing.

## 3.10.4 Sampling

When directed by the Contracting Officer Engineer, the Contractor shall sample and test any material which appears inconsistent with similar material being produced, unless such material is voluntarily removed and replaced or deficiencies corrected by the Contractor. All sampling shall be in accordance with standard procedures specified.

### 3.10.5 Control Charts

For process control, the Contractor shall establish and maintain linear control charts on both individual samples and the running average of last four samples for the parameters listed in Table 6, as a minimum. These control charts shall be posted as directed by the Contracting Officer Engineer and shall be kept current at all times. The control charts shall identify the project number, the test parameter being plotted, the individual sample numbers, the Action and Suspension Limits listed in Table 6 applicable to the test parameter being plotted, and the Contractor's test results. Target values from the JMF shall also be shown on the control charts as indicators of central tendency for the cumulative percent passing, asphalt content, and laboratory air voids parameters. When the test results exceed either applicable Action Limit, the Contractor shall take immediate steps to bring the process back in control. When the test results exceed either applicable Suspension Limit, the Contractor shall halt production until the problem is solved. The Contractor shall use the control charts as part of the process control system for identifying trends so that potential problems can be corrected before they occur. Decisions concerning mix modifications shall be made based on analysis of the results provided in the control charts. The Quality Control Plan shall indicate the appropriate action which shall be taken to bring the process into control when certain parameters exceed their Action Limits.

Table 6. Action and Suspension Limits for the Parameters to be Plotted on Individual and Running Average Control Charts

Parameter to be Plotted	Individual Samples		Running Average of Last Four Samples	
	Action Limit	Suspension Limit	Action Limit	Suspension Limit
No. 4 sieve, Cumulative % Passing, deviation from JMF target; plus or minus values	6	8	4	5
No. 30 sieve, Cumulative % Passing, deviation from JMF target; plus or minus values	4	6	3	4
No. 200 sieve, Cumulative % Passing, deviation from JMF target; plus or minus values	1.4	2.0	1.1	1.5
Stability, pounds (minimum)				
75 blow JMF	1760	1640	2150	2030
50 blow JMF	950	830	1350	1230
Flow, 0.01 inches				
75 blow JMF	8 min. 16 max.	7 min. 17 max.	9 min. 15 max.	8 min. 16 max.
50 blow JMF	8 min. 18 max.	7 min. 19 max.	9 min. 17 max.	8 min. 18 max.
Asphalt content, % deviation from JMF target; plus or minus	0.4	0.5	0.2	0.3

Table 6. Action and Suspension Limits for the Parameters to be Plotted on Individual and Running Average Control Charts

Parameter to be Plotted	Individual Samples		Running Average of Last Four Samples	
	Action Limit	Suspension Limit	Action Limit	Suspension Limit
value				
Laboratory Air Voids, % deviation from JMF target value	No specific action and suspension limits set since this parameter is used to determine percent payment			
In-place Mat Density, % of TMD	No specific action and suspension limits set since this parameter is used to determine percent payment			
In-place Joint Density, % of TMD	No specific action and suspension limits set since this parameter is used to determine percent payment			

### 3.11 MATERIAL ACCEPTANCE AND PERCENT PAYMENT

The Government's Engineer's quality assurance (QA) program for this project, specified below, will be separate and distinct from the Contractor's quality control (QC) program specified above. Testing for acceptability of work will be performed by the Government Engineer or by an independent laboratory hired by the Contracting Officer Engineer, except for grade and smoothness testing which shall be performed by the Contractor. Acceptance of the plant produced mix and in-place requirements will be on a lot to lot basis. A standard lot for all requirements will be equal to 2000 short tons. Where appropriate, adjustment in payment for individual lots of hot-mix asphalt will be made based on in-place density, laboratory air voids, grade and smoothness in accordance with the following paragraphs. Grade and surface smoothness determinations will be made on the lot as a whole. Exceptions or adjustments to this will be made in situations where the mix within one lot is placed as part of both the intermediate and surface courses, thus grade and smoothness measurements for the entire lot cannot be made. In order to evaluate laboratory air voids and in-place (field) density, each lot will be divided into four equal sublots.

#### 3.11.1 Percent Payment

When a lot of material fails to meet the specification requirements for 100 percent pay as outlined in the following paragraphs, that lot shall be removed and replaced, or accepted at a reduced price which will be computed by multiplying the unit price by the lot's pay factor. The lot pay factor is determined by taking the lowest computed pay factor based on either laboratory air voids, in-place density, grade or smoothness (each discussed below). Pay factors based on different criteria (i.e., laboratory air voids and in-place density) of the same lot will not be multiplied together to get a lower lot pay factor. At the end of the project, an average of all lot pay factors will be calculated. If this average lot pay factor exceeds 95.0 percent and no individual lot has a pay factor less than 75.1

percent, then the percent payment for the entire project will be 100 percent of the unit bid price. If the average lot pay factor is less than 95.0 percent, then each lot will be paid for at the unit price multiplied by the lot's pay factor. For any lots which are less than 2000 short tons, a weighted lot pay factor will be used to calculate the average lot pay factor.

### 3.11.2 Sublot Sampling

One random mixture sample for determining laboratory air voids, theoretical maximum density, and for any additional testing the Contracting Officer Engineer desires, will be taken from a loaded truck delivering mixture to each subplot, or other appropriate location for each subplot. All samples will be selected randomly, using commonly recognized methods of assuring randomness conforming to ASTM D 3665 and employing tables of random numbers or computer programs. Laboratory air voids will be determined from three laboratory compacted specimens of each subplot sample in accordance with ASTM D 1559. The specimens will be compacted within 2 hours of the time the mixture was loaded into trucks at the asphalt plant. Samples will not be reheated prior to compaction and insulated containers will be used as necessary to maintain the temperature.

### 3.11.3 Additional Sampling and Testing

The Contracting Officer Engineer reserves the right to direct additional samples and tests for any area which appears to deviate from the specification requirements. The cost of any additional testing will be paid for by the Government Owner. Testing in these areas will be in addition to the lot testing, and the requirements for these areas will be the same as those for a lot.

### 3.11.4 Laboratory Air Voids and Theoretical Maximum Density

Laboratory air voids will be calculated in accordance with ASTM D 3203 by determining the Marshall density of each lab compacted specimen using the laboratory-prepared, thoroughly dry method in ASTM D 2726 and determining the theoretical maximum density (TMD) of every other subplot sample using ASTM D 2041. Laboratory air void calculations for each subplot will use the latest theoretical maximum density values obtained, either for that subplot or the previous subplot. The mean absolute deviation of the four laboratory air void contents (one from each subplot) from the JMF air void content will be evaluated and a pay factor determined from Table 7. All laboratory air void tests will be completed and reported within 24 hours after completion of construction of each lot. The TMD is also used for computation of compaction, as required in paragraph: Mat and Joint Densities.

### 3.11.5 Mean Absolute Deviation

An example of the computation of mean absolute deviation for laboratory air voids is as follows: Assume that the laboratory air voids are determined from 4 random samples of a lot (where 3 specimens were compacted from each sample). The average laboratory air voids for each subplot sample are determined to be 3.5, 3.0, 4.0, and 3.7. Assume that the target air voids from the JMF is 4.0. The mean absolute deviation is then:

$$\text{Mean Absolute Deviation} = (|3.5 - 4.0| + |3.0 - 4.0| + |4.0 - 4.0| + |3.7 - 4.0|)/4$$

$$= (0.5 + 1.0 + 0.0 + 0.3)/4 = (1.8)/4 = 0.45$$

The mean absolute deviation for laboratory air voids is determined to be 0.45. It can be seen from Table 7 that the lot's pay factor based on laboratory air voids, is 100 percent.

Table 7. Pay Factor Based on Laboratory Air Voids

Mean Absolute Deviation of Lab Air Voids from JMF	Pay Factor, %
0.60 or less	100
0.61 - 0.80	98
0.81 - 1.00	95
1.01 - 1.20	90
Above 1.20	reject (0)

### 3.11.6 In-place Density

#### 3.11.6.1 General Density Requirements

For determining in-place density, one random core (4 inches or 6 inches in diameter) will be taken by the Government Engineer from the mat (interior of the lane) of each subplot, and one random core will be taken from the joint (immediately over joint) of each subplot. Each random core will be full thickness of the layer being placed. When the random core is less than 1 inch thick, it will not be included in the analysis. In this case, another random core will be taken. After air drying in accordance with ASTM D 2726 for laboratory-prepared, thoroughly dry specimens, cores obtained from the mat and from the joints will be used for in-place density determination.

#### 3.11.6.2 Mat and Joint Densities

The average in-place mat and joint densities are expressed as a percentage of the average TMD for the lot. The average TMD for each lot will be determined as the average TMD of the two random samples per lot. The average in-place mat density and joint density for a lot are determined and compared with Table 8 to calculate a single pay factor per lot based on in-place density, as described below. First, a pay factor for both mat density and joint density are determined from Table 8. The area associated with the joint is then determined and will be considered to be 10 feet wide times the length of completed longitudinal construction joint in the lot. This area will not exceed the total lot size. The length of joint to be considered will be that length where a new lane has been placed against an adjacent lane of hot-mix asphalt pavement, either an adjacent freshly paved lane or one paved at any time previously. The area associated with the joint is expressed as a percentage of the total lot area. A weighted pay factor for the joint is determined based on this percentage (see example below). The pay factor for mat density and the weighted pay factor for joint density is compared and the lowest selected. This selected pay factor is the pay factor based on density for the lot. When the TMD on both sides of a longitudinal joint is different, the average of these two TMD will be used as the TMD needed to calculate the percent joint density. All density results for a lot will be completed and reported within 24 hours after the construction of that lot.

Table 8. Pay Factor Based on In-place Density

Average Mat Density (4 Cores)	Pay Factor, %	Average Joint Density (4 Cores)
-----		
94.0 - 96.0	100.0	Above 92.5
93.9	100.0	92.4
93.8 or 96.1	99.9	92.3
93.7	99.8	92.2
93.6 or 96.2	99.6	92.1
93.5	99.4	92.0
93.4 or 96.3	99.1	91.9
93.3	98.7	91.8
93.2 or 96.4	98.3	91.7
93.1	97.8	91.6
93.0 or 96.5	97.3	91.5
92.9	96.3	91.4
92.8 or 96.6	94.1	91.3
92.7	92.2	91.2
92.6 or 96.7	90.3	91.1
92.5	87.9	91.0
92.4 or 96.8	85.7	90.9
92.3	83.3	90.8
92.2 or 96.9	80.6	90.7
92.1	78.0	90.6
92.0 or 97.0	75.0	90.5
below 92.0, above 97.0	0.0 (reject)	below 90.5

### 3.11.6.3 Pay Factor Based on In-place Density

An example of the computation of a pay factor (in I-P units only) based on in-place density, is as follows: Assume the following test results for field density made on the lot: (1) Average mat density = 93.2 percent (of lab TMD). (2) Average joint density = 91.5 percent (of lab TMD). (3) Total area of lot = 30,000 square feet. (4) Length of completed longitudinal construction joint = 2000 feet.

a. Step 1: Determine pay factor based on mat density and on joint density, using Table 8:

Mat density of 93.2 percent = 98.3 pay factor.

Joint density of 91.5 percent = 97.3 pay factor.

b. Step 2: Determine ratio of joint area (length of longitudinal joint x 10 ft) to mat area (total paved area in the lot): Multiply the length of completed longitudinal construction joint by the specified 10 ft. width and divide by the mat area (total paved area in the lot).

$(2000 \text{ ft.} \times 10 \text{ ft.}) / 30000 \text{ sq.ft.} = 0.6667$  ratio of joint area to mat area (ratio).

c. Step 3: Weighted pay factor (wpf) for joint is determined as indicated below:

$\text{wpf} = \text{joint pay factor} + (100 - \text{joint pay factor}) (1 - \text{ratio})$  wpf

$$= 97.3 + (100-97.3) (1-.6667) = 98.2\%$$

d. Step 4: Compare weighted pay factor for joint density to pay factor for mat density and select the smaller:

Pay factor for mat density: 98.3%. Weighted pay factor for joint density: 98.2%

Select the smaller of the two values as pay factor based on density: 98.2%

### 3.11.7 Grade

Within 5 working days after completion of a particular lot incorporating the final earing course, the Contractor shall test the final wearing surface of the pavement for conformance with specified plan grade requirements. All testing shall be performed in the presence of the Contracting OfficerEngineer. The final wearing surface of pavement shall conform to the elevations and cross sections shown and shall vary not more than 0.03 foot for runways or 0.05 foot for taxiways and aprons from the plan grade established and approved at site of work. Finished surfaces at juncture with other pavements shall coincide with finished surfaces of abutting pavements. Deviation from the plan elevation will not be permitted in areas of pavements where closer conformance with planned elevation is required for the proper functioning of drainage and other appurtenant structures involved. The grade will be determined by running lines of levels at intervals of 25 feet, or less, longitudinally and transversely, to determine the elevation of the completed pavement surface.

Detailed notes of the results of the testing shall be kept and a copy furnished to the GovernmentEngineer immediately after each day's testing. When more than 5 percent of all measurements made within a lot are outside the 0.03 or 0.05 foot tolerance, the pay factor based on grade for that lot will be 95 percent. In areas where the grade exceeds the tolerance by more than 50 percent, the Contractor shall remove the surface lift full depth; the Contractor shall then replace the lift with hot-mix asphalt to meet specification requirements, at no additional cost to the Government Owner. Diamond grinding may be used to remove high spots to meet grade requirements. Skin patching for correcting low areas or planing or milling for correcting high areas will not be permitted.

### 3.11.8 Surface Smoothness

The Contractor shall use one of the following methods to test and evaluate surface smoothness of the pavement. All testing shall be performed in the presence of the Contracting OfficerEngineer. Detailed notes of the results of the testing shall be kept and a copy furnished to the GovernmentEngineer immediately after each day's testing. The profilograph method shall be used for all longitudinal and transverse testing, except where the runs would be less than 200 feet in length and the ends where the straightedge shall be used. Where drawings show required deviations from a plane surface (crowns, drainage inlets, etc.), the surface shall be finished to meet the approval of the Contracting OfficerEngineer.

#### 3.11.8.1 Smoothness Requirements

a. Straightedge Testing: The finished surfaces of the pavements shall have no abrupt change of 1/8 inch or more, and all pavements shall be within the tolerances specified in Table 9 when checked with an approved 12 foot straightedge.

Table 9. Straightedge Surface Smoothness--Pavements

Pavement Category -----	Direction of Testing -----	Tolerance, inches -----
Runways and taxiways	Longitudinal	1/8
	Transverse	1/4
Calibration hardstands and compass swinging bases	Longitudinal	1/8
	Transverse	1/8
All other airfields and helicopter paved areas	Longitudinal	1/4
	Transverse	1/4

b. Profilograph Testing: The finished surfaces of the pavements shall have no abrupt change of 1/8 inch or more, and all pavement shall have a Profile Index not greater than specified in Table 10 when tested with an approved California-type profilograph. If the extent of the pavement in either direction is less than 200 feet, that direction shall be tested by the straightedge method and shall meet requirements specified above.

Table 10. Profilograph Surface Smoothness--Pavements

Pavement Category -----	Direction of Testing -----	Maximum Specified Profile Index (inch/mile) -----
All Other Airfield & Helicopter Paved Areas	Longitudinal	9
	Transverse	9

### 3.11.8.2 Testing Method

After the final rolling, but not later than 24 hours after placement, the surface of the pavement in each entire lot shall be tested by the Contractor in such a manner as to reveal all surface irregularities exceeding the tolerances specified above. Separate testing of individual sublots is not required. If any pavement areas are ground, these areas shall be retested immediately after grinding. The entire area of the pavement shall be tested in both a longitudinal and a transverse direction on parallel lines. The transverse lines shall be 15 feet or less apart, as directed. The longitudinal lines shall be at the centerline of each paving lane for lines less than 20 feet and at the third points for lanes 20 feet or greater. Other areas having obvious deviations shall also be tested. Longitudinal testing lines shall be continuous across all joints.

a. Straightedge Testing. The straightedge shall be held in contact with the surface and moved ahead one-half the length of the straightedge for each successive measurement. The amount of surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length, and measuring the maximum gap between the straightedge and the pavement surface in the area between these two high points.

b. Profilograph Testing. Profilograph testing shall be performed using approved equipment and procedures described in CDT Test 526. The



equipment shall utilize electronic recording and automatic computerized reduction of data to indicate "must-grind" bumps and the Profile Index for the pavement. The "blanking band" shall be 0.2 inches wide and the "bump template" shall span 1 inch with an offset of 0.4 inch. The profilograph shall be operated by an approved, factory-trained operator on the alignments specified above. A copy of the reduced tapes shall be furnished the GovernmentEngineer at the end of each day's testing.

### 3.11.8.3 Payment Adjustment for Smoothness

a. Straightedge Testing. Location and deviation from straightedge for all measurements shall be recorded. When between 5.0 and 10.0 percent of all measurements made within a lot exceed the tolerance specified in paragraph Smoothness Requirements above, after any reduction of high spots or removal and replacement, the computed pay factor for that lot based on surface smoothness, will be 95 percent. When more than 10.0 percent of all measurements exceed the tolerance, the computed pay factor will be 90 percent. When between 15.0 and 20.0 percent of all measurements exceed the tolerance, the computed pay factor will be 75 percent. When 20.0 percent or more of the measurements exceed the tolerance, the lot shall be removed and replaced at no additional cost to the GovernmentOwner. Regardless of the above, any small individual area with surface deviation which exceeds the tolerance given above by more than 50 percent, shall be corrected by diamond grinding to meet the specification requirements above or shall be removed and replaced at no additional cost to the GovernmentOwner.

b. Profilograph Testing. Location and data from all profilograph measurements shall be recorded. When the Profile Index of a lot exceeds the tolerance specified in paragraph Smoothness Requirements above by 1.0 inch/mile, but less than 2.0 inches/mile, after any reduction of high spots or removal and replacement, the computed pay factor for that lot based on surface smoothness will be 95 percent. When the Profile Index exceeds the tolerance by 2.0 inches/mile, but less than 3.0 inches/mile, the computed pay factor will be 90 percent. When the Profile Index exceeds the tolerance by 3.0 inches/mile, but less than 4.0 inches/mile, the computed pay factor will be 75 percent. When the Profile Index exceeds the tolerance by 4.0 inches/mile or more, the lot shall be removed and replaced at no additional cost to the GovernmentOwner. Regardless of the above, any small individual area with surface deviation which exceeds the tolerance given above by more than 5.0 inches/mile or more, shall be corrected by grinding to meet the specification requirements above or shall be removed and replaced at no additional cost to the GovernmentOwner.

c. Bumps ("Must Grind" Areas). Any bumps ("must grind" areas) shown on the profilograph trace which exceed 0.4 inch in height shall be reduced by diamond grinding until they do not exceed 0.3 inch when retested. Such grinding shall be tapered in all directions to provide smooth transitions to areas not requiring grinding. The following will not be permitted: (1) skin patching for correcting low areas, (2) planing or milling for correcting high areas. At the Contractor's option, pavement areas, including ground areas, may be rechecked with the profilograph in order to record a lower Profile Index.

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SECTION 02763A

PAVEMENT MARKINGS  
**04/01**

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS  
(AASHTO)

AASHTO M 247 (1981; R 1996) Glass Beads Used in Traffic  
Paint

U.S. GENERAL SERVICES ADMINISTRATION (GSA)

FS TT-B-1325 (Rev C; Notice 1; Canc. Notice 2) Beads  
(Glass Spheres) Retro-Reflective (Metric)

FS TT-P-1952 (Rev D; Canc. Notice 1) Paint, Traffic and  
Airfield Marking, Waterborne (Metric)

1.2 OMITTED

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Equipment; G, FIO

Lists of proposed equipment, including descriptive data, and notifications of proposed Contractor actions as specified in this section. List of removal equipment shall include descriptive data indicating area of coverage per pass, pressure adjustment range, tank and flow capacities, and safety precautions required for the equipment operation.

Composition Requirements; FIO

Manufacturer's current printed product description and Material Safety Data Sheets (MSDS) for each type paint/color proposed for use.

Qualifications; FIO

Document certifying that personnel are qualified for equipment operation and handling of chemicals.

#### SD-09 Reports

Sampling and Testing; FIO

Certified copies of the test reports, prior to the use of the materials at the jobsite. Testing shall be performed in an approved independent laboratory.

#### SD-13 Certificates

Volatile Organic Compound (VOC); FIO

Certificate stating that the proposed pavement marking paint meets the VOC regulations of the local Air Pollution Control District having jurisdiction over the geographical area in which the project is located.

### 1.4 DELIVERY AND STORAGE

All materials shall be delivered and stored in sealed containers that plainly show the designated name, formula or specification number, batch number, color, date of manufacture, manufacturer's name, and directions, all of which shall be plainly legible at time of use.

### 1.5 EQUIPMENT

All machines, tools and equipment used in the performance of the work shall be approved and maintained in satisfactory operating condition. Equipment operating on roads and runways shall display low speed traffic markings and traffic warning lights.

#### 1.5.1 Paint Application Equipment

The equipment to apply paint to pavements shall be a self-propelled or mobile-drawn pneumatic spraying machine with suitable arrangements of atomizing nozzles and controls to obtain the specified results. The machine shall have a speed during application not less than 5 mph, and shall be capable of applying the stripe widths indicated, at the paint coverage rate specified in paragraph APPLICATION, and of even uniform thickness with clear-cut edges. The equipment used to apply the paint binder to airfield pavements shall be a self-propelled or mobile-drawn pneumatic spraying machine with an arrangement of atomizing nozzles capable of applying a line width at any one time in multiples of 6 inches, from 6 inches to 36 inches. The paint applicator shall have paint reservoirs or tanks of sufficient capacity and suitable gauges to apply paint in accordance with requirements specified. Tanks shall be equipped with suitable air-driven mechanical agitators. The spray mechanism shall be equipped with quick-action valves conveniently located, and shall include necessary pressure regulators and gauges in full view and reach of the operator. Paint strainers shall be installed in paint supply lines to ensure freedom from residue and foreign matter that may cause malfunction of the spray guns. The paint applicator shall be readily adaptable for attachment of an air-actuated dispenser for the reflective media approved for use. Pneumatic spray guns shall be provided for hand application of paint in areas where the mobile paint applicator cannot be used.

1.5.2 Omitted

1.5.3 Reflective Media Dispenser

The dispenser for applying the reflective media shall be attached to the paint dispenser and shall operate automatically and simultaneously with the applicator through the same control mechanism. The dispenser shall be capable of adjustment and designed to provide uniform flow of reflective media over the full length and width of the stripe at the rate of coverage specified in paragraph APPLICATION, at all operating speeds of the applicator to which it is attached.

1.5.4 Omitted

1.5.5 Surface Preparation Equipment

1.5.5.1 Sandblasting Equipment

Sandblasting equipment shall include an air compressor, hoses, and nozzles of proper size and capacity as required for cleaning surfaces to be painted. The compressor shall be capable of furnishing not less than 150 cfm of air at a pressure of not less than 90 psi at each nozzle used, and shall be equipped with traps that will maintain the compressed air free of oil and water.

1.5.5.2 Waterblast Equipment

The water pressure shall be specified at 2600 psi at 140 degrees F in order to adequately clean the surfaces to be marked.

1.5.6 Omitted

1.5.6.1 Shotblasting Equipment

Shotblasting equipment shall be capable of producing an adjustable depth of removal of marking and pavement. Each unit shall be self-cleaning and self-contained, shall be able to confine dust and debris from the operation, and shall be capable of recycling the abrasive for reuse.

1.5.6.2 Chemical Equipment

Chemical equipment shall be capable of application and removal of chemicals from the pavement surface, and shall leave only non-toxic biodegradable residue.

1.5.7 Omitted

1.6 HAND-OPERATED, PUSH-TYPE MACHINES

All machines, tools, and equipment used in performance of the work shall be approved and maintained in satisfactory operating condition. Hand-operated push-type machines of a type commonly used for application of paint to pavement surfaces will be acceptable for marking small streets and parking areas. Applicator machine shall be equipped with the necessary paint tanks and spraying nozzles, and shall be capable of applying paint uniformly at coverage specified. Sandblasting equipment shall be provided as required for cleaning surfaces to be painted. Hand-operated spray guns shall be provided for use in areas where push-type machines cannot be used.

## 1.7 MAINTENANCE OF TRAFFIC

### 1.7.1 Airfield

The performance of work in the controlled zones of airfields shall be coordinated with the Contracting Officer and with the Flight Operations Officer. Verbal communications shall be maintained with the control tower before and during work in the controlled zones of the airfield. The control tower shall be advised when the work is completed. A radio for this purpose shall be provided by the Contractor and approved by the Contracting Officer.

## 1.8 WEATHER LIMITATIONS FOR REMOVAL

Pavement surface shall be free of snow, ice, or slush. Surface temperature shall be at least 40 degrees F and rising at the beginning of operations, except those involving shot or sand blasting. Operation shall cease during thunderstorms. Operation shall cease during rainfall, except for waterblasting and removal of previously applied chemicals. Waterblasting shall cease where surface water accumulation alters the effectiveness of material removal.

## PART 2 PRODUCTS

### 2.1 PAINT

The paint shall be homogeneous, easily stirred to smooth consistency, and shall show no hard settlement or other objectionable characteristics during a storage period of 6 months. Paints for airfields shall conform to FS TT-P-1952, color as indicated. Pavement marking paints shall comply with applicable state and local laws enacted to ensure compliance with Federal Clean Air Standards. Paint materials shall conform to the restrictions of the local Air Pollution Control District.

### 2.2 OMITTED

### 2.3 OMITTED

### 2.4 OMITTED

### 2.5 REFLECTIVE MEDIA

Reflective media for airfields shall conform to FS TT-B-1325, Type I, Gradation A. Reflective media for roads and streets shall conform to FS TT-B-1325, Type I, Gradation A or AASHTO M 247, Type I.

### 2.6 SAMPLING AND TESTING

Materials proposed for use shall be stored on the project site in sealed and labeled containers, or segregated at source of supply, sufficiently in advance of needs to allow 60 days for testing. Upon notification by the Contractor that the material is at the site or source of supply, a sample shall be taken by random selection from sealed containers by the Contractor in the presence of a representative of the Contracting Officer. Samples shall be clearly identified by designated name, specification number, batch number, manufacturer's formulation number, project contract number, intended use, and quantity involved. Testing shall be performed in an approved independent laboratory. If materials are approved based on reports furnished by the Contractor, samples will be retained by the Government for possible future testing should the material appear defective

during or after application.

## PART 3 EXECUTION

### 3.1 SURFACE PREPARATION

Surfaces to be marked shall be thoroughly cleaned before application of the pavement marking material. Dust, dirt, and other granular surface deposits shall be removed by sweeping, blowing with compressed air, rinsing with water or a combination of these methods as required. Rubber deposits, surface laitance, existing paint markings, and other coatings adhering to the pavement shall be completely removed with scrapers, wire brushes, sandblasting, approved chemicals, or mechanical abrasion as directed. Areas of old pavement affected with oil or grease shall be scrubbed with several applications of trisodium phosphate solution or other approved detergent or degreaser, and rinsed thoroughly after each application. After cleaning, oil-soaked areas shall be sealed with cut shellac to prevent bleeding through the new paint. Pavement surfaces shall be allowed to dry, when water is used for cleaning, prior to striping or marking. Surfaces shall be recleaned, when work has been stopped due to rain.

#### 3.1.1 Omitted

#### 3.1.2 Cleaning Existing Pavement Markings

In general, markings shall not be placed over existing pavement marking patterns. Existing pavement markings, which are in good condition but interfere or conflict with the newly applied marking patterns, shall be removed. Deteriorated or obscured markings that are not misleading or confusing or interfere with the adhesion of the new marking material do not require removal. New preformed and thermoplastic pavement markings shall not be applied over existing preformed or thermoplastic markings. Whenever grinding, scraping, sandblasting or other operations are performed the work must be conducted in such a manner that the finished pavement surface is not damaged or left in a pattern that is misleading or confusing. When these operations are completed the pavement surface shall be blown off with compressed air to remove residue and debris resulting from the cleaning work.

### 3.2 APPLICATION

All pavement markings and patterns shall be placed as shown on the plans.

#### 3.2.1 Paint

Paint shall be applied to clean, dry surfaces, and only when air and pavement temperatures are above 40 degrees F and less than 95 degrees F. Paint temperature shall be maintained within these same limits. New asphalt pavement surfaces and new Portland concrete cement shall be allowed to cure for a period of not less than 30 days before applications of paint.

Paint shall be applied pneumatically with approved equipment at rate of coverage specified. The Contractor shall provide guide lines and templates as necessary to control paint application. Special precautions shall be taken in marking numbers, letters, and symbols. Edges of markings shall be sharply outlined.

##### 3.2.1.1 Rate of Application

- a. Reflective Markings: Pigmented binder shall be applied evenly to



the pavement area to be coated at a rate of 105 plus or minus 5 square feet per gallon. Glass spheres shall be applied uniformly to the wet paint on airfield pavement at a rate of 8 plus or minus 0.5 pounds of glass spheres per gallon of paint.

b. Nonreflective Markings: Paint shall be applied evenly to the pavement surface to be coated at a rate of 105 plus or minus 5 square feet per gallon.

#### 3.2.1.2 Drying

The maximum drying time requirements of the paint specifications will be strictly enforced to prevent undue softening of bitumen, and pickup, displacement, or discoloration by tires of traffic. If there is a delay in drying of the markings, painting operations shall be discontinued until cause of the slow drying is determined and corrected.

#### 3.2.2 Omitted

#### 3.2.3 Omitted

#### 3.2.4 Reflective Media

Application of reflective media shall immediately follow application of pigmented binder. Drop-on application of glass spheres shall be accomplished to insure that reflective media is evenly distributed at the specified rate of coverage. Should there be malfunction of either paint applicator or reflective media dispenser, operations shall be discontinued immediately until deficiency is corrected.

#### 3.3 OMITTED

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SECTION 02922A

SODDING  
01/02

PART 1 GENERAL

1.1 REFERENCES

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 602	(1995a) Agricultural Liming Materials
ASTM D 4972	(1995a) pH of Soils
ASTM D 5268	(1992; R 1996) Topsoil Used for Landscaping Purposes

1.2 SUBMITTALS

Not Used

1.3 DELIVERY, INSPECTION, STORAGE, AND HANDLING

1.3.1 Delivery

A delivery schedule shall be provided at least 10 calendar days prior to the first day of delivery.

1.3.1.1 Sod

Sod shall be protected during delivery to prevent desiccation, internal heat buildup, or contamination.

1.3.2 Inspection

Sod shall be inspected upon arrival at the job site for conformity to species. Sod shall be checked for visible broadleaf weeds, and a visible consistency with no obvious patches of foreign grasses that exceed 2 percent of the canopy. Sod that is heating up, dry, moldy, yellow, irregularly shaped, torn, or of uneven thickness shall be rejected. Other materials shall be inspected for compliance with specified requirements. Open soil amendment containers or wet soil amendments; topsoil that contains slag, cinders, stones, lumps of soil, sticks, roots, trash or other material over a minimum 1-1/2 inch diameter; and topsoil that contains viable plants and plant parts, shall be rejected. Unacceptable materials shall be removed from the job site.

1.3.3 Storage

1.3.3.1 Sod

Sod shall be stored in designated areas and kept in a moist condition by watering with a fine mist, and covered with moist burlap, straw, or other covering. Covering shall allow air to circulate, preventing internal heat

from building up. Sod shall be protected from exposure to wind and direct sunlight until installed.

#### 1.3.3.2 Other Material Storage

Materials shall be stored in designated areas. Lime and fertilizer shall be stored in cool, dry locations, away from contaminants. Chemical treatment material shall be stored according to manufacturer's instructions and not with sod operation materials.

#### 1.3.4 Handling

Sod shall not be damaged during handling. Except for bulk deliveries, materials shall not be dropped or dumped from vehicles.

#### 1.3.5 Time Limitation

Time limitation between harvesting and installing sod shall be a maximum 36 hours.

### PART 2 PRODUCTS

#### 2.1 SOD

##### 2.1.1 Sod Classification

State-certified sod shall be provided as classified by applicable state laws. Sod section shall be sized to permit rolling and lifting without breaking.

##### 2.1.2 Grass Species

Grass species shall be proportioned as follows:

Common Bermuda

##### 2.1.3 Quality

Sod shall be relatively free of thatch, diseases, nematodes, soil-borne insects, weeds or undesirable plants, stones larger than 1 inch in diameter, woody plant roots, and other materials detrimental to a healthy stand of grass plants. Broadleaf weeds and patches of foreign grasses shall be a maximum 2 percent of the sod section.

##### 2.1.4 Thickness

Sod shall be machine cut to a minimum 1-3/8 inch thickness. Measurement for thickness shall exclude top growth and thatch.

##### 2.1.5 Anchors

Sod anchors shall be as recommended by the sod supplier.

##### 2.1.6 Substitutions

Substitutions will not be allowed without written request and approval from the Contracting Officer.

#### 2.2 SOIL AMENDMENTS

## 2.2.1 pH Adjuster

The pH adjuster shall be an agricultural liming material in accordance with ASTM C 602. These materials may be burnt lime, hydrated lime, ground limestone, or shells. The pH adjuster shall be used to create a favorable soil pH for the plant material specified.

### 2.2.1.1 Limestone

Limestone material shall contain a minimum calcium carbonate equivalent of 80 percent. Gradation: A minimum 95 percent shall pass through a No. 8 sieve and a minimum 55 percent shall pass through a No. 60 sieve. To raise soil pH, ground limestone shall be used.

### 2.2.1.2 Hydrated Lime

Hydrated lime shall contain a minimum calcium carbonate equivalent of 110 percent. Gradation: A minimum 100 percent shall pass through a No. 8 sieve and a minimum 97 percent shall pass through a No. 60 sieve.

### 2.2.1.3 Burnt Lime

Burnt lime shall contain a minimum calcium carbonate equivalent of 140 percent. Gradation: A minimum 95 percent shall pass through a No. 8 sieve and a minimum 35 percent shall pass through a No. 60 sieve.

## 2.2.2 Fertilizer

The nutrients ratio shall be 18 percent nitrogen, 24 percent phosphorus, and 6 percent potassium. Fertilizer shall be controlled release commercial grade, free flowing, uniform in composition, and consist of a nitrogen-phosphorus-potassium ratio. The fertilizer shall be derived from sulphur coated urea, urea formaldehyde, plastic or polymer coated pills, or isobutylenediurea (IBDU). Fertilizer shall be balanced with the inclusion of trace minerals and micro-nutrients.

## 2.3 WATER

Water shall be the responsibility of the Contractor unless otherwise noted. Water shall not contain elements toxic to plant life.

## 2.4 PESTICIDE

Pesticide shall be insecticide, herbicide, fungicide, nematocide, rodenticide or miticide. For the purpose of this specification, a soil fumigant shall have the same requirements as a pesticide. The pesticide material shall be EPA registered and approved.

## PART 3 EXECUTION

### 3.1 INSTALLING SOD TIME AND CONDITIONS

#### 3.1.1 Sodding Time

Sod shall be installed from March 1 to August 3 for spring establishment.

#### 3.1.2 Sodding Conditions

Sodding operations shall be performed only during periods when beneficial results can be obtained. When drought, excessive moisture or other unsatisfactory conditions prevail, the work shall be stopped when directed.

When special conditions warrant a variance to the sodding operations, proposed alternate times shall be submitted for approval.

### 3.1.3 Equipment Calibration

Immediately prior to the commencement of sodding operations, calibration tests shall be conducted on the equipment to be used. These tests shall confirm that the equipment is operating within the manufacturer's specifications and will meet the specified criteria. The equipment shall be calibrated a minimum of once every day during the operation. Provide calibration test results within one week of testing.

### 3.1.4 Soil Test

Delivered topsoil, existing soil in smooth graded areas, and stockpiled topsoil shall be tested in accordance with ASTM D 5268 and ASTM D 4972 for determining the particle size, pH, organic matter content, textural class, chemical analysis, soluble salts analysis, and mechanical analysis. Sample collection on site shall be random over the entire site. Sample collection for stockpiled topsoil shall be at different levels in the stockpile. The soil shall be free from debris, noxious weeds, toxic substances, or other materials harmful to plant growth. The test shall determine the quantities and type of soil amendments required to meet local growing conditions for the sod species specified.

## 3.2 SITE PREPARATION

### 3.2.1 Finished Grade and Topsoil

Prior to the commencement of the sodding operation, the Contractor shall verify that finished grades are as indicated on drawings; the placing of topsoil, smooth grading, and compaction requirements have been completed in accordance with Section 02300A EARTHWORK.

### 3.2.2 Tillage

Soil on slopes up to a maximum 3-horizontal-to-1-vertical shall be tilled to a minimum 4 inches deep. On slopes between 3-horizontal-to-1-vertical and 1-horizontal-to-1 vertical, the soil shall be tilled to a minimum 2 inches deep by scarifying with heavy rakes, or other method. Rototillers shall be used where soil conditions and length of slope permit. On slopes 1-horizontal-to-1 vertical and steeper, no tillage is required. Drainage patterns shall be maintained as indicated on drawings. Areas compacted by construction operations shall be completely pulverized by tillage. Soil used for repair of surface erosion or grade deficiencies shall conform to topsoil requirements. The pH adjuster, fertilizer, and soil conditioner may be applied during this procedure.

### 3.2.3 Prepared Surface

#### 3.2.3.1 Preparation

The prepared surface shall be a maximum 1 inch below the adjoining grade of any surfaced area. New surfaces shall be blended to existing areas. The prepared surface shall be rolled and completed with a light raking to remove from the surface debris and stones over a minimum 5/8 inch in any

dimension.

### 3.2.3.2 Protection

Areas within the prepared surface shall be protected from compaction or damage by vehicular or pedestrian traffic and surface erosion.

## 3.3 INSTALLATION

Prior to installing sod, any previously prepared surface compacted or damaged shall be reworked to meet the requirements of paragraph SITE PREPARATION. Areas shall be sodded as indicated. Adequate soil moisture shall be ensured prior to sodding by spraying water on the area to be sodded and wetting the soil to a maximum 1 inch depth.

### 3.3.1 Installing Sod

Rows of sod sections shall be placed parallel to and tightly against each other. Joints shall be staggered laterally. The sod sections shall not be stretched or overlapped. All joints shall be butted tight. Voids and air drying of roots shall be prevented. Sod sections shall be laid across the slope on long slopes. Sod sections shall be laid at right angles to the flow of water in ditches. Sod sections shall be anchored on slopes steeper than 3-horizontal-to-1-vertical. Anchoring may be required when surface weight or pressure upon placed sod sections is anticipated to cause lateral movement. Sod anchors shall be placed a minimum 2 feet on center with a minimum 2 anchors per sod section.

### 3.3.2 Finishing

Displacement of the sod shall be prevented by tamping or rolling the sod in place and knitting the sod to the soil. Air pockets shall be eliminated and a true and even surface shall be provided. Frayed edges shall be trimmed, and holes or missing corners shall be patched with sod.

### 3.3.3 Rolling

The entire area shall be firmed with a roller not exceeding 90 pounds per foot roller width. Slopes over a maximum 3-horizontal-to-1 vertical shall not be rolled.

### 3.3.4 Watering Sod

Watering shall be started immediately after completing each day of installing sod. Water shall be applied at least 3 times per week to supplement rainfall, at a rate sufficient to ensure moist soil conditions to a minimum depth of 1 inch. Run-off, puddling, and wilting shall be prevented. Unless otherwise directed, watering trucks shall not be driven over turf areas. Watering of other adjacent areas or plant material shall be prevented.

## 3.4 QUANTITY CHECK

For materials provided in bags, the empty bags shall be retained for recording the amount used. For materials provided in bulk, the weight certificates shall be retained as a record of the amount used. The amount of the material used shall be compared with the total area covered to determine the rate of application. The quantity of sod used shall be compared against the total area established with sod. Differences between



the quantity applied and the quantity specified shall be adjusted as directed.

### 3.5 RESTORATION AND CLEAN UP

#### 3.5.1 Restoration

Existing turf areas, pavements, and facilities that have been damaged from the sodding operation shall be restored to original condition at Contractor's expense.

#### 3.5.2 Clean Up

Excess and waste material shall be removed from the sodded areas and shall be disposed offsite. Adjacent paved areas shall be cleaned.

### 3.6 PROTECTION OF INSTALLED AREAS

Immediately upon completion of the sodding operation in an area, the area shall be protected against traffic or other use by erecting barricades and providing signage as required, or as directed. Signage shall be in accordance with Section 10430A EXTERIOR SIGNAGE.

### 3.7 SOD ESTABLISHMENT PERIOD

#### 3.7.1 Commencement

The sod establishment period to obtain a healthy stand of grass plants shall commence on the first day of sodding work under this contract and shall continue through the remaining life of the contract and end 4 months after the last day of sodding operation required by this contract. Written calendar time period shall be furnished for the sod establishment period. When there is more than 1 sod establishment period, the boundaries of the sodded area covered for each period shall be described. The sod establishment period should be coordinated with Section 02921A SEEDING. The sod establishment period shall be modified for inclement weather, shut down periods, or for separate completion dates of areas.

#### 3.7.2 Satisfactory Stand of Grass Plants

Grass plants shall be evaluated for species and health. A satisfactory stand of grass plants from the sodding operation shall be living sod uniform in color and leaf texture. Bare spots shall be a maximum 2 inch square. Joints between sod pieces shall be tight and free from weeds and other undesirable growth.

#### 3.7.3 Maintenance During Establishment Period

Maintenance of the sodded areas shall include eradicating weeds, insects and diseases; protecting embankments and ditches from surface erosion; maintaining erosion control materials and mulch; protecting installed areas from traffic; mowing; watering; and post-fertilization.

##### 3.7.3.1 Mowing

Sodded areas shall be mowed to a minimum 3 inch height when the turf is a maximum 4 inch height. Clippings shall be removed when the amount cut prevents sunlight from reaching the ground surface.

#### 3.7.3.2 Post-Fertilization

A maximum 1/2 pound per 1000 square feet of actual available nitrogen shall be provided to the grass plants. The application shall be timed prior to the advent of winter dormancy and shall be made without burning the installed grass plants.

#### 3.7.3.3 Repair

Unsatisfactory stand of grass plants shall be repaired or reinstalled, and eroded areas shall be repaired in accordance with paragraph SITE PREPARATION.

#### 3.7.3.4 Maintenance Record

A record of each site visit shall be furnished which describes the maintenance work performed; areas repaired or reinstalled; and diagnosis for unsatisfactory stand of grass plants.

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SECTION 02936

TURF - BERMUDA GRASS SEEDING  
(For Fort Bragg and Pope AFB)  
**12/97**

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

This work shall consist of complete ground preparation and establishment of a permanent cover of grass on all open earth areas disturbed under this contract or previously bare. The work shall conform to this specification and shall be carefully coordinated with the site grading operations and erosion control work shown on the drawings and/or as covered in the specifications.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AGRICULTURAL MARKETING SERVICE (AMS)

AMS-01 (Amended thru: Aug 1988) Federal Seed Act  
Regulations (Part 201-202)

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 977 (1998) Emulsified Asphalt

ASTM D 2028 (1976; R 1997) Cutback Asphalt  
(Rapid-Curing Type)

COMMERCIAL ITEM DESCRIPTIONS (CID)

CID A-A-1909 (Basic; Notice 1) Fertilizer

1.3 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-18 Records

Records and Test Data; FIO

A copy of all records and test data required herein and in paragraph QUALITY CONTROL and the records of corrective action taken, shall be furnished the Contracting Officer.

SD-13 Certificates

Certificates of compliance certifying that materials meet the requirements specified, prior to the delivery of materials. Certified copies of the reports for the following materials shall be included:

Seed; FIO.

For mixture, percent pure live seed, minimum percent germination and hard seed, maximum percent weed seed content, date tested and state certification.

Fertilizer; FIO.

For chemical analysis, composition percent.

Agricultural Limestone; FIO.

For calcium carbonate equivalent and sieve analysis.

Topsoil; FIO.

For pH, particle size, chemical analysis and mechanical analysis.

#### 1.4 DELIVERY, INSPECTION, STORAGE, AND HANDLING

##### 1.4.1 Delivery

##### 1.4.1.1 Topsoil

A soil test shall be provided for topsoil delivered to the site.

##### 1.4.1.2 Soil Amendments

Soil amendments shall be delivered to the site in the original, unopened containers bearing the manufacturer's chemical analysis. In lieu of containers, soil amendments may be furnished in bulk. A chemical analysis shall be provided for bulk deliveries.

##### 1.4.1.3 Pesticide

Pesticide material shall be delivered to the site in the original, unopened containers bearing legible labels indicating the Environmental Protection Agency (EPA) registration number and the manufacturer's registered uses.

##### 1.4.2 Inspection

Seed shall be inspected upon arrival at the job site by the Contracting Officer for conformity to type and quality in accordance with paragraph MATERIALS. Unacceptable materials shall be removed from the job site.

##### 1.4.3 Storage

Materials shall be stored in areas designated by the Contracting Officer. Seed, lime and fertilizer shall be stored in cool, dry locations away from contaminants. Chemical treatment materials shall not be stored with other landscape materials.

##### 1.4.4 Handling

#### 1.4.4.1 Materials

Except for bulk deliveries, materials shall not be dropped or dumped from vehicles.

### PART 2 PRODUCTS

#### 2.1 MATERIALS

##### 2.1.1 Topsoil

If not available onsite, topsoil shall be provided by the Contractor from approved "off site" sources. Topsoil shall be a sandy loam with a dark gray to grayish brown color and very friable, with a minimum organic content of 1 percent, a pH of 4.5 to 6.0 and be taken from the top 12 inches of its site location. The soil shall be free of subsoil, brush, weeds, stones, roots, stumps or any other substance that might harm plant growth. The soils which qualify are those classified by the Soil Conservation Service U.S. Department of Agriculture, as: AaA-Altavista fine sandy loam; By-Byars loam; Cf-Cape Fear loam; Co-Coxville loam; CT-Croatan muck; De-Deloss loam; ExA-Exum loam; Gr-Grantham loam; JT-Johnston loam; Mc-McColl loam; Pg-Pantego loam; Ro-Roanoke and Wahee loams; St-Stallings loamy sand; TR-Torhunta and Lynn Haven soils; WnB-Wickham fine sandy loam; and Wo-Woodington loamy sand. Topsoil shall be tested at several locations over the site to verify if satisfactory organic matter exists. Contractor has the option to add acceptable organic matter to obtain a soil with a minimum organic matter content of 1 percent by analysis. The assistance of the local soil conservation service (USDA), or agricultural extension service (county agent) office is recommended.

##### 2.1.2 Seed

##### 2.1.2.1 Seed Classification

State-certified seed of the latest season's crop shall be provided in original sealed packages bearing the producer's guaranteed analysis for percentages of mixture, purity, germination, hard seed, weed seed content, and inert material. Labels shall be in conformance with AMS-01 and applicable state seed laws. The producer's seed label shall show the minimum percent of pure live seed (which shall be 82.45 for Bermuda, 88 for Rye, and 83 for Kobe Lespedeza, the minimum percent of germination in hard seed and maximum percent of weed seed (no more than 1 percent for Bermuda and Tall Fescue, 0.5 percent for Bahia and Annual Rye). Seed shall be labeled in conformance with U.S. Department of Agriculture rules and regulations under the AMS-01 and applicable State seed laws. Seed that has become wet, moldy, or otherwise damaged shall not be acceptable. Onsite seed mixing shall not be allowed, unless in the presence of the Quality Control Manager.

##### 2.1.3 Soil Amendments

Soil amendments shall consist of lime, fertilizer, organic soil amendments and soil conditioners meeting the following requirements.

##### 2.1.3.1 Lime

Lime shall be agricultural grade, dolomitic limestone meeting requirements of the North Carolina Lime Law.

#### 2.1.3.2 Fertilizer

Fertilizer shall be commercial grade, free flowing, uniform in composition and conforming to CID A-A-1909. Granular fertilizer shall conform to the North Carolina Fertilizer Law and shall bear the manufacturer's guaranteed statement of analysis. Granular fertilizer shall contain a minimum percentage by weight of 10 percent nitrogen, 20 percent phosphoric acid, and 20 percent potash. When slow release nitrogen forms are used in the fertilizer mixture, they shall be derived from sulfur-coated urea, urea formaldehyde, plastic or polymer-coated prills, or isobutylene diurea. Upon approval by the Contracting Officer, a different analysis of fertilizer may be used, provided the 1-2-2 ratio is maintained and the rate of application adjusted to provide the same amount of plant food as a 10-20-20 analysis.

#### 2.1.4 Mulch

Mulch shall be free from weeds, mold, and other deleterious materials. Mulch shall be recycled paper or wood cellulose.

##### 2.1.4.1 Wood Cellulose Fiber

Wood cellulose fiber shall not contain any growth or germination-inhibiting factors and shall be dyed an appropriate color to facilitate visual metering during application. Composition on air-dry weight basis: 9 to 15 percent moisture, pH range from 4.5 to 6.0.

##### 2.1.4.2 Wood Chips

Wood chips shall be chips or shredded bark with maximum particle size of 3/16 inch.

##### 2.1.4.3 Paper Fiber Mulch

Paper fiber mulch shall be recycled news print that is shredded for the purpose of mulching seed.

#### 2.1.5 Asphalt Adhesive

##### 2.1.5.1 Emulsified Asphalt

Conforming to ASTM D 977, Grade SS-1.

##### 2.1.5.2 Cutback Asphalt

Conforming to ASTM D 2028, designation RC-70.

#### 2.1.6 Water

Water shall not contain elements toxic to plant life.

#### 2.1.7 Erosion Control Material

Where erosion control is indicated, the erosion control material shall conform to one or more of the following:

##### 2.1.7.1 Soil Erosion Control Blanket

Machine produced mat of wood excelsior formed from a web of interlocking



wood fibers, covered on one side with either knitted straw blanket-like mat construction, covered with biodegradable plastic mesh, or interwoven biodegradable thread, plastic netting or twisted kraft paper cord netting.

#### 2.1.7.2 Soil Erosion Control Net

Heavy, twisted jute mesh weighing approximately 1.22 pounds per linear yard and 4 feet wide with mesh openings of approximately 1 inch square.

### PART 3 EXECUTION

#### 3.1 SEEDING TIMES AND CONDITIONS

##### 3.1.1 Seeding Time

Seed shall be sown from March 1 to August 31 for spring and summer planting and from September 1 to February 28 for fall planting.

##### 3.1.2 Turfing Conditions

Turf operations shall be performed only during periods when beneficial results can be obtained. When drought, excessive moisture or other unsatisfactory conditions prevail, the work shall be stopped when directed. When special conditions warrant a variance to the turf operations, proposed times shall be submitted to and approved by the Contracting Officer.

#### 3.2 SITE PREPARATION

##### 3.2.1 Grading

The Contracting Officer shall verify that finished grades are as indicated on drawings, and the placing of topsoil and the smooth grading has been completed in accordance with Section 02300 EARTHWORK.

##### 3.2.2 Topsoil

Provide a minimum of 2 inches topsoil either from the existing site or off-site sources. Contractor shall test the topsoil and provide a certification to the Contracting Officer stating which type of material was used and that a minimum layer/thickness of 2 inches was provided. Subsurface soil data boring logs, included in Appendix A to Attachment 1 of Section 00800 of these specifications, are for general information for topsoil use. Variation may exist in the subsurface between boring locations.

##### 3.2.3 Tillage

##### 3.2.3.1 Minimum Depth

Soil on slopes gentler than 3-horizontal-to-1-vertical shall be tilled to a minimum depth of 4 inches. On slopes between 3-horizontal-to-1-vertical and 1-horizontal-to-1 vertical, the soil shall be tilled to a minimum depth of 2 inches by scarifying with heavy rakes, or other method. On slopes 1-horizontal-to-1 vertical and steeper, no tillage is required. Tillage shall be accomplished by plowing, disking, harrowing, by the use of rototillage machinery or other approved operations until the condition of the soil is acceptable. If topsoil is placed on a cut slope section, then tillage shall break the textural plane of the cut to assure bonding with the cut surface. Undulations or irregularities in the surface shall be

leveled before the next specified operation(s).

### 3.3 SEEDING

#### 3.3.1 General

Prior to seeding, any previously prepared seedbed areas compacted or damaged by interim rain, traffic or other cause, shall be reworked to restore the ground condition previously specified. Seeding operations shall not take place when the wind velocity will prevent uniform seed distribution.

#### 3.3.2 Equipment Calibration

The equipment to be used and the methods of turfing shall be subject to the inspection and approval of the Contracting Officer prior to commencement of turfing operations. Immediately prior to the commencement of turfing operations, the Contractor shall conduct turfing equipment calibration tests in the presence of the Contracting Officer.

#### 3.3.3 Applying Seed for Turfed Areas

The kinds of seed, the planting dates, and the rates of application of seed, fertilizer, and limestone shall be as stated below. All rates shown are in pounds per acre. Some areas may require only temporary cover because eventually they will be paved or be built on. Temporary cover is the 120 pounds of rye grain. (See drawings for location(s) of different types of seeding.)

65 pounds Common Bermuda Grass  
125 pounds unhulled Common Bermuda Grass

1. Use hulled Common Bermuda Grass from March 1 - August 31.
2. Use unhulled Common Bermuda Grass from September 1 - February 28.
3. Use 120 pounds Rye Grain from September 1 - February 28.
4. Add 4,000 pounds dolomitic lime and 1,000 pounds 10-20-20 fertilizer just prior to planting and incorporate lime and fertilizer 3 inches - 6 inches deep in soil.
5. If hydroseeding, use 500 pounds 10-10-10 fertilizer. If slopes are steeper than 1 horizontal to 1 vertical, hydroseeding is allowable.
6. After acceptance of grass, Contractor shall topdress with 50 pounds nitrogen and 50 pounds potash between April 15 and October 15. Contractor shall notify Government Representative 24 hours prior to application for witnessing the top dressing operations.

#### 3.3.4 Omitted

#### 3.3.5 Seeding

Seed shall be broadcast uniformly by hand or by approved seeding equipment. One-half of the seed shall be sown in one direction, and the remainder shall be sown at right angles to the first sowing.

#### 3.3.6 Compacting

Immediately after the seeding operations have been completed, the surface shall be compacted by a cultipacker, roller, or other approved equipment. The above compaction operations apply, except when hydraulic equipment, in combination with wood cellulose fiber mulch or recycled paper or cardboard product mulch and fertilizer is used for hydroseeding operations.

### 3.3.7 Mulching

Mulch shall be spread uniformly in a continuous blanket, using 2-1/2 tons straw or hay per acre and crimped to stabilize. If grades, slopes or other conditions prohibit crimping, spread mulch by hand and apply asphalt adhesive. Around buildings and other areas subject to pedestrian traffic, a nonasphaltic tackifier shall be used in lieu of the asphalt adhesive.

### 3.3.8 Watering

Following seeding and mulching the seed bed will be thoroughly soaked in the top 6 inches. Daily light watering of the seeded areas during periods of no rainfall shall be done during the first 3 weeks. Moisture shall be maintained in the upper 1 inch of soil. After the seedlings germinate and develop, reduce watering to two times a week to moisten the soil to a depth of 4 inches. Watering will be in the middle of the day to the early afternoon. Apply water slowly to prevent runoff.

### 3.3.9 Protection of Seeded Areas

Immediately after seeding, the area shall be positively protected against traffic or other use by erecting barricades, as required. Approved warning signs shall be placed at appropriate intervals, as directed, until final acceptance.

### 3.3.10 Mowing

Grass will be mowed to maintain a height of 2-1/2 inches to 3 inches when the height of the turf becomes 4 inches. Clippings will be removed when the amount of the cut turf is heavy enough to damage the turfed areas.

## 3.4 EROSION CONTROL

### 3.4.1 Erosion Control Material

Erosion control material, where indicated or required, shall be installed in accordance with manufacturer's instructions. Placement of the erosion control material shall be accomplished without damage to installed material or without deviation to finished grade.

### 3.4.2 Temporary Turf Cover

#### 3.4.2.1 General

When there are contract delays in the turfing operation or a quick cover is required to prevent erosion, the areas designated for turf shall be seeded with a temporary seed as directed by the Contracting Officer.

#### 3.4.2.2 Application

When no other turfing materials have been applied, the quantity of one half of the required soil amendments shall be applied and the area tilled in

accordance with paragraph SITE PREPARATION. Seed shall be uniformly broadcast and applied at the rate of 2 pounds per 1,000 square feet. The area shall be watered as required.

### 3.5 ACCEPTANCE

#### 3.5.1 Proper Stand of Turf

A stand of turf is considered acceptable when the new growing sprouts are visible at the surface showing not less than 20 seedlings of permanent grass at least 2 inches long in each square foot, and where no gaps larger than 4 inches in diameter occur anywhere in the lawn area. Permanent grass is defined as Common Bermuda, Tall Fescue and Pensacola Bahia.

#### 3.5.2 Warranty

There is no 1 year warranty for maintenance after acceptance of grass.

### 3.6 QUALITY CONTROL

During construction, an established system of quality control shall be maintained. To assure compliance with contract requirements and the maintenance of records of all materials, equipment, and construction operations, quality control shall include but not be limited to the following:

Topsoil -- Source, quality/acceptability and maximum depth to be stripped.

Seeding -- Specified species planted at proper rates; preparation of planting bed as to thoroughness of tillage, leveling and depth of planting.

Mulching -- Types and rates of application.

Satisfactory stand of grass -- Coverage of the planted species at the end of the specified growth period, and the maintenance procedures, including supplemental fertilization.

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SECTION 03300

CAST-IN-PLACE STRUCTURAL CONCRETE  
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PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ACI INTERNATIONAL (ACI)

ACI 117/117R	(1990; Errata) Standard Tolerances for Concrete Construction and Materials
ACI 211.1	(1991) Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
ACI 214.3R	(1988) Simplified Version of the Recommended Practice for Evaluation of Strength Test Results of Concrete
ACI 305R	(1991) Hot Weather Concreting
ACI 318/318R	(1995) Building Code Requirements for Structural Concrete and Commentary

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS  
(AASHTO)

AASHTO M 182	(1991) Burlap Cloth Made From Jute or Kenaf
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AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM C 31/C 31M	(1996) Making and Curing Concrete Test Specimens in the Field
ASTM C 33	(1999a) Concrete Aggregates
ASTM C 39	(1996) Compressive Strength of Cylindrical Concrete Specimens
ASTM C 42	(1994) Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
ASTM C 78	(1994) Flexural Strength of Concrete (Using Simple Beam With Third-Point



	Loading)
ASTM C 94	(1997) Ready-Mixed Concrete
ASTM C 136	(1996a) Sieve Analysis of Fine and Coarse Aggregates
ASTM C 143	(1990a) Slump of Hydraulic Cement Concrete
ASTM C 150	(1998a) Portland Cement
ASTM C 171	(1997) Sheet Materials for Curing Concrete
ASTM C 172	(1997) Sampling Freshly Mixed Concrete
ASTM C 173	(1996) Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C 192/C 192M	(1995) Making and Curing Concrete Test Specimens in the Laboratory
ASTM C 231	(1997) Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 260	(1995) Air-Entraining Admixtures for Concrete
ASTM C 309	(1997) Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C 494	(1992) Chemical Admixtures for Concrete
ASTM C 595	(1995a) Blended Hydraulic Cements
ASTM C 618	(1997) Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete
ASTM C 881	(1990) Epoxy-Resin-Base Bonding Systems for Concrete
ASTM C 937	(1980; R 1991) Grout Fluidifier for Preplaced-Aggregate Concrete
ASTM C 1017	(1992) Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C 1059	(1991) Latex Agents for Bonding Fresh to Hardened Concrete
ASTM C 1064	(1986; R 1993) Temperature of Freshly Mixed Portland Cement Concrete
ASTM C 1077	(1997) Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
ASTM C 1107	(1997) Packaged Dry, Hydraulic-Cement

Grout (Nonshrink)

ASTM D 75	(1987; R 1997) Sampling Aggregates
ASTM D 1751	(1989) Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)

CORPS OF ENGINEERS (COE)

COE CRD-C 94	(1995) Surface Retarders
COE CRD-C 104	(1980) Method of Calculation of the Fineness Modulus of Aggregate
COE CRD-C 400	(1963) Requirements for Water for Use in Mixing or Curing Concrete
COE CRD-C 521	(1981) Standard Test Method for Frequency and Amplitude of Vibrators for Concrete
COE CRD-C 540	(1971; R 1981) Standard Specification for Nonbituminous Inserts for Contraction Joints in Portland Cement Concrete Airfield Pavements, Sawable Type
COE CRD-C 572	(1974) Corps of Engineers Specifications for Polyvinylchloride Waterstop

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST)

NIST HB 44	(1997) NIST Handbook 44: Specifications, Tolerances, and Other Technical Requirements for Weighing and Measuring Devices
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NATIONAL READY-MIXED CONCRETE ASSOCIATION (NRMCA)

NRMCA CPMB 100	(1990) Concrete Plant Standards
NRMCA TMMB 100	(1994) Truck Mixer Agitator and Front Discharge Concrete Carrier Standards
NRMCA QC 3	(1984) Quality Control Manual: Section 3, Plant Certifications Checklist: Certification of Ready Mixed Concrete Production Facilities

1.2 Omitted

1.3 LUMP SUM CONTRACT

Under this type of contract concrete items will be paid for by lump sum and will not be measured. The work covered by these items consists of furnishing all concrete materials, reinforcement, miscellaneous embedded materials, and equipment, and performing all labor for the forming, manufacture, transporting, placing, finishing, curing, and protection of concrete in these structures.

#### 1.4 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

##### SD-08 Statements

Mixture Proportions; GA.

The results of trial mixture design studies along with a statement giving the maximum nominal coarse aggregate size and the proportions of ingredients that will be used in the manufacture of each strength or class of concrete, at least 14 days prior to commencing concrete placing operations. Aggregate weights shall be based on the saturated surface dry condition. The statement shall be accompanied by test results from an approved independent commercial testing laboratory, showing that mixture design studies have been made with materials proposed for the project and that the proportions selected will produce concrete of the qualities indicated. No substitutions shall be made in the materials used in the mixture design studies without additional tests to show that the quality of the concrete is satisfactory.

##### SD-09 Reports

Testing and Inspection for Contractor Quality Control; GA.

Certified copies of laboratory test reports, including mill tests and all other test data, for portland cement, blended cement, pozzolan, ground granulated blast furnace slag, silica fume, aggregate, admixtures, and curing compound proposed for use on this project.

##### SD-13 Certificates

Qualifications; FIO.

Written documentation for Contractor Quality Control personnel.

##### SD-14 Samples

Surface Retarder; FIO.

Surface retarder material with manufacturer's instructions for application in conjunction with air-water cutting.

#### 1.5 QUALIFICATIONS

Contractor Quality Control personnel assigned to concrete construction shall be American Concrete Institute (ACI) Certified Workmen in one of the following grades or shall have written evidence of having completed similar qualification programs:

- Concrete Field Testing Technician, Grade I
- Concrete Laboratory Testing Technician, Grade I or II
- Concrete Construction Inspector, Level II
- Concrete Transportation Construction Inspector or
- Reinforced Concrete Special Inspector, Jointly certified by American

Concrete Institute (ACI), Building Official and Code Administrators International (BOCA), International Conference of Building Officials (ICBO), and Southern Building Code Congress International (SBCCI).

The foreman or lead journeyman of the flatwork finishing crew shall have similar qualification for ACI Concrete Flatwork Technician/Finisher or equal, with written documentation.

1.6 Omitted

1.7 Omitted

## 1.8 GENERAL REQUIREMENTS

### 1.8.1 Tolerances

Except as otherwise specified herein, tolerances for concrete batching, mixture properties, and construction as well as definition of terms and application practices shall be in accordance with ACI 117/117R. Level and grade tolerance measurements of slabs shall be made as soon as possible after finishing; when forms or shoring are used, the measurements shall be made prior to removal.

### 1.8.2 Strength Requirements and w/c Ratio

#### 1.8.2.1 Strength Requirements

Specified compressive strength ( $f'_c$ ) shall be as follows:

#### COMPRESSIVE STRENGTH

3000 psi at 28 days

Concrete slabs on-grade shall have a 28-day flexural strength of 3000 psi. Concrete made with high-early strength cement shall have a 7-day strength equal to the specified 28-day strength for concrete made with Type I or II portland cement. Compressive strength shall be determined in accordance with ASTM C 39. Flexural strength shall be determined in accordance with ASTM C 78.

- a. Evaluation of Concrete Compressive Strength. Compressive strength specimens 6 by 12 inch cylinders shall be fabricated by the Contractor and laboratory cured in accordance with ASTM C 31/C 31M and tested in accordance with ASTM C 39. The strength of the concrete will be considered satisfactory so long as the average of all sets of three consecutive test results equals or exceeds the specified compressive strength  $f'_c$  and no individual test result falls below the specified strength  $f'_c$  by more than 500 psi. A "test" is defined as the average of two companion cylinders, or if only one cylinder is tested, the results of the single cylinder test. Additional analysis or testing, including taking cores and/or load tests may be required at the Contractor's expense when the strength of the concrete in the structure is considered potentially deficient.
- b. Investigation of Low-Strength Compressive Test Results. When any strength test of standard-cured test cylinders falls below the specified strength requirement by more than 500 psi or if tests of field-cured cylinders indicate deficiencies in protection and curing, steps shall be taken to assure that the load-carrying

capacity of the structure is not jeopardized. When the strength of concrete in place is considered potentially deficient, cores shall be obtained and tested in accordance with ASTM C 42. At least three representative cores shall be taken from each member or area of concrete in place that is considered potentially deficient. The location of cores will be determined by the Contracting Officer to least impair the strength of the structure. Concrete in the area represented by the core testing will be considered adequate if the average strength of the cores is equal to at least 85 percent of the specified strength requirement and if no single core is less than 75 percent of the specified strength requirement. Non-destructive tests (tests other than test cylinders or cores) shall not be used as a basis for acceptance or rejection. The Contractor shall perform the coring and repair the holes. Cores will be tested by the Government.

- c. Load Tests. If the core tests are inconclusive or impractical to obtain or if structural analysis does not confirm the safety of the structure, load tests may be directed by the Contracting Officer in accordance with the requirements of ACI 318/318R. Concrete work evaluated by structural analysis or by results of a load test as being understrength shall be corrected in a manner satisfactory to the Contracting Officer. All investigations, testing, load tests, and correction of deficiencies shall be performed by and at the expense of the Contractor and must be approved by the Contracting Officer, except that if all concrete is found to be in compliance with the drawings and specifications, the cost of investigations, testing, and load tests will be at the expense of the Government.
- d. Evaluation of Concrete Flexural Strength. Flexural strength specimens (beams) shall be fabricated by the Contractor and laboratory cured in accordance with ASTM C 31/C 31M and tested in accordance with ASTM C 78. The strength of the concrete will be considered satisfactory so long as the average of all sets of three consecutive test results equals or exceeds the specified flexural strength and no individual test result falls below the specified flexural strength by more than 50 psi. A "test" is defined as the average of two companion beams. Additional analysis or testing, including taking cores and/or load tests may be required at the Contractor's expense when the strength of the concrete in the slab is considered potentially deficient.

#### 1.8.2.2 Water-Cement Ratio

Maximum water-cement ratio (w/c) for normal weight concrete shall be as follows:

WATER-CEMENT RATIO, BY WEIGHT

0.50

These w/c's may cause higher strengths than that required above for compressive or flexural strength. The maximum w/c required will be the equivalent w/c as determined by conversion from the weight ratio of water to cement plus pozzolan, silica fume, and ground granulated blast furnace slag (GGBF slag) by the weight equivalency method as described in ACI 211.1.

In the case where silica fume or GGBF slag is used, the weight of the silica fume and GGBF slag shall be included in the equations of ACI 211.1

for the term P which is used to denote the weight of pozzolan.

#### 1.8.3 Air Entrainment

All normal weight concrete shall be air entrained to contain between 4 and 7 percent total air, except that when the nominal maximum size coarse aggregate is 3/4 inch or smaller it shall be between 4.5 and 7.5 percent. Concrete with specified strength over 5000 psi may have 1.0 percent less air than specified above. Specified air content shall be attained at point of placement into the forms. Air content for normal weight concrete shall be determined in accordance with ASTM C 231.

#### 1.8.4 Slump

Slump of the concrete, as delivered to the point of placement into the forms, shall be within the following limits. Slump shall be determined in accordance with ASTM C 143.

Structural Element	Minimum	Maximum
Foundation walls, substructure walls, footings, slabs	1 in.	3 in.
Any structural concrete approved for placement by pumping:		
At pump	2 in.	6 in.
At discharge of line	1 in.	4 in.

#### 1.8.5 Concrete Temperature

The temperature of the concrete as delivered shall not exceed 90 degrees F. When the ambient temperature during placing is 40 degrees F or less, or is expected to be at any time within 6 hours after placing, the temperature of the concrete as delivered shall be between 55 and 75 degrees F.

#### 1.8.6 Size of Coarse Aggregate

The largest feasible nominal maximum size aggregate (NMSA) specified in paragraph AGGREGATES shall be used in each placement. However, nominal maximum size of aggregate shall not exceed any of the following: three-fourths of the minimum cover for reinforcing bars, three-fourths of the minimum clear spacing between reinforcing bars, one-fifth of the narrowest dimension between sides of forms, or one-third of the thickness of slabs or toppings.

#### 1.8.7 Special Properties and Products

Concrete may contain admixtures other than air entraining agents, such as water reducers, superplasticizers, or set retarding agents to provide special properties to the concrete, if specified or approved. Any of these materials to be used on the project shall be used in the mix design studies.

### 1.9 MIXTURE PROPORTIONS

Concrete shall be composed of portland cement, other cementitious and pozzolanic materials as specified, aggregates, water and admixtures as specified.

#### 1.9.1 Proportioning Studies for Normal Weight Concrete

Trial design batches, mixture proportioning studies, and testing requirements for various classes and types of concrete specified shall be the responsibility of the Contractor. Except as specified for flexural strength concrete, mixture proportions shall be based on compressive strength as determined by test specimens fabricated in accordance with ASTM C 192/C 192M and tested in accordance with ASTM C 39. Samples of all materials used in mixture proportioning studies shall be representative of those proposed for use in the project and shall be accompanied by the manufacturer's or producer's test reports indicating compliance with these specifications. Trial mixtures having proportions, consistencies, and air content suitable for the work shall be made based on methodology described in ACI 211.1, using at least three different water-cement ratios for each type of mixture, which will produce a range of strength encompassing those required for each class and type of concrete required on the project. The maximum water-cement ratios required in the paragraph Maximum Allowable w/c Ratio will be the equivalent water-cement ratio as determined by conversion from the weight ratio of water to cement plus pozzolan, silica fume, and ground granulated blast furnace slag (GGBF slag) by the weight equivalency method as described in ACI 211.1. In the case where silica fume or GGBF slag is used, the weight of the silica fume and GGBF slag shall be included in the equations in ACI 211.1 for the term P, which is used to denote the weight of pozzolan. If pozzolan is used in the concrete mixture, the minimum pozzolan content shall be 15 percent by weight of the total cementitious material, and the maximum shall be 35 percent. Laboratory trial mixtures shall be designed for maximum permitted slump and air content. Separate sets of trial mixture studies shall be made for each combination of cementitious materials and each combination of admixtures proposed for use. No combination of either shall be used until proven by such studies, except that, if approved in writing and otherwise permitted by these specifications, an accelerator or a retarder may be used without separate trial mixture study. Separate trial mixture studies shall also be made for concrete for any conveying or placing method proposed which requires special properties and for concrete to be placed in unusually difficult placing locations. The temperature of concrete in each trial batch shall be reported. For each water-cement ratio, at least three test cylinders for each test age shall be made and cured in accordance with ASTM C 192/C 192M. They shall be tested at 7 and 28 days in accordance with ASTM C 39. From these test results, a curve shall be plotted showing the relationship between water-cement ratio and strength for each set of trial mix studies. In addition, a curve shall be plotted showing the relationship between 7 day and 28 day strengths. Each mixture shall be designed to promote easy and suitable concrete placement, consolidation and finishing, and to prevent segregation and excessive bleeding.

1.9.2 Omitted

1.9.3 Omitted

#### 1.9.4 Average Compressive Strength Required for Mixtures

The mixture proportions selected during mixture design studies shall produce a required average compressive strength ( $f'_{cr}$ ) exceeding the specified compressive strength ( $f'_c$ ) by the amount indicated below. This required average compressive strength,  $f'_{cr}$ , will not be a required

acceptance criteria during concrete production. However, whenever the daily average compressive strength at 28 days drops below  $f'_{cr}$  during concrete production, or daily average 7-day strength drops below a strength correlated with the 28-day  $f'_{cr}$ , the mixture shall be adjusted, as approved, to bring the daily average back up to  $f'_{cr}$ . During production, the required  $f'_{cr}$  shall be adjusted, as appropriate, based on the standard deviation being attained on the job.

#### 1.9.4.1 Computations from Test Records

Where a concrete production facility has test records, a standard deviation shall be established in accordance with the applicable provisions of ACI 214.3R. Test records from which a standard deviation is calculated shall represent materials, quality control procedures, and conditions similar to those expected; shall represent concrete produced to meet a specified strength or strengths ( $f'_c$ ) within 1,000 psi of that specified for proposed work; and shall consist of at least 30 consecutive tests. A strength test shall be the average of the strengths of two cylinders made from the same sample of concrete and tested at 28 days. Required average compressive strength  $f'_{cr}$  used as the basis for selection of concrete proportions shall be the larger of the equations that follow using the standard deviation as determined above:

$f'_{cr} = f'_c + 1.34S$  where units are in MPa

$f'_{cr} = f'_c + 2.33S - 3.45$  where units are in MPa

$f'_{cr} = f'_c + 1.34S$  where units are in psi

$f'_{cr} = f'_c + 2.33S - 500$  where units are in psi

Where  $S$  = standard deviation

Where a concrete production facility does not have test records meeting the requirements above but does have a record based on 15 to 29 consecutive tests, a standard deviation shall be established as the product of the calculated standard deviation and a modification factor from the following table:

NUMBER OF TESTS	MODIFICATION FACTOR FOR STANDARD DEVIATION
15	1.16
20	1.08
25	1.03
30 or more	1.00

#### 1.9.4.2 Computations without Previous Test Records

When a concrete production facility does not have sufficient field strength test records for calculation of the standard deviation, the required average strength  $f'_{cr}$  shall be determined as follows:

- a. If the specified compressive strength  $f'_c$  is less than 3,000 psi,

$f'_{cr} = f'_c + 1000$  psif' $f'_{cr} = f'_c + 1000$  psi

- b. If the specified compressive strength  $f'_c$  is 3,000 to 5,000 psi,



$$f'_{cr} = f'_c + 8.3 \text{ MPa} \quad f'_{cr} = f'_c + 1,200 \text{ psi}$$

c. If the specified compressive strength  $f'_c$  is over 5,000 psi,

$$f'_{cr} = f'_c + 1,400 \text{ psi}$$

#### 1.10 STORAGE OF MATERIALS

Cement and other cementitious materials shall be stored in weathertight buildings, bins, or silos which will exclude moisture and contaminants and keep each material completely separated. Aggregate stockpiles shall be arranged and used in a manner to avoid excessive segregation and to prevent contamination with other materials or with other sizes of aggregates. Aggregate shall not be stored directly on ground unless a sacrificial layer is left undisturbed. Reinforcing bars and accessories shall be stored above the ground on platforms, skids or other supports. Other materials shall be stored in such a manner as to avoid contamination and deterioration. Admixtures which have been in storage at the project site for longer than 6 months or which have been subjected to freezing shall not be used unless retested and proven to meet the specified requirements. Materials shall be capable of being accurately identified after bundles or containers are opened.

#### 1.11 GOVERNMENT ASSURANCE INSPECTION AND TESTING

Day-to day inspection and testing shall be the responsibility of the Contractor Quality Control (CQC) staff. However, representatives of the Contracting Officer can and will inspect construction as considered appropriate and will monitor operations of the Contractor's CQC staff. Government inspection or testing will not relieve the Contractor of any of his CQC responsibilities.

##### 1.11.1 Materials

The Government will sample and test aggregates, cementitious materials, other materials, and concrete to determine compliance with the specifications as considered appropriate. The Contractor shall provide facilities and labor as may be necessary for procurement of representative test samples. Samples of aggregates will be obtained at the point of batching in accordance with ASTM D 75. Other materials will be sampled from storage at the jobsite or from other locations as considered appropriate. Samples may be placed in storage for later testing when appropriate.

##### 1.11.2 Fresh Concrete

Fresh concrete will be sampled as delivered in accordance with ASTM C 172 and tested in accordance with these specifications, as considered necessary.

##### 1.11.3 Hardened Concrete

Tests on hardened concrete will be performed by the Government when such tests are considered necessary.

##### 1.11.4 Inspection

Concrete operations may be tested and inspected by the Government as the project progresses. Failure to detect defective work or material will not prevent rejection later when a defect is discovered nor will it obligate

the Government for final acceptance.

## PART 2 PRODUCTS

### 2.1 CEMENTITIOUS MATERIALS

Cementitious Materials shall be portland cement, portland-pozzolan cement, or portland cement in combination with pozzolan and shall conform to appropriate specifications listed below. Use of cementitious materials in concrete which will have surfaces exposed in the completed structure shall be restricted so there is no change in color, source, or type of cementitious material.

#### 2.1.1 Portland Cement

ASTM C 150, Type I with a maximum 15 percent amount of tricalcium aluminate, or Type II or Type V.

#### 2.1.2 High-Early-Strength Portland Cement

ASTM C 150, Type III with tricalcium aluminate limited to 5 percent. Type III cement shall be used only in isolated instances and only when approved in writing.

#### 2.1.3 Blended Cements

ASTM C 595, Type IP.

#### 2.1.4 Pozzolan (Fly Ash)

ASTM C 618, Class C with the optional requirements for multiple factor, drying shrinkage, and uniformity from Table 2A of ASTM C 618. If pozzolan is used, it shall never be less than 15 percent nor more than 35 percent by weight of the total cementitious material.

### 2.2 AGGREGATES

Aggregates shall conform to the following.

#### 2.2.1 Fine Aggregate

Fine aggregate shall conform to the quality and gradation requirements of ASTM C 33.

#### 2.2.2 Coarse Aggregate

Coarse aggregate shall conform to ASTM C 33, Class 5S, size designation 57.

### 2.3 CHEMICAL ADMIXTURES

Chemical admixtures, when required or permitted, shall conform to the appropriate specification listed. Admixtures shall be furnished in liquid form and of suitable concentration for easy, accurate control of dispensing.

#### 2.3.1 Air-Entraining Admixture

ASTM C 260 and shall consistently entrain the air content in the specified ranges under field conditions.

#### 2.3.2 Accelerating Admixture

ASTM C 494, Type C or E, except that calcium chloride or admixtures containing calcium chloride shall not be used.

#### 2.3.3 Water-Reducing or Retarding Admixture

ASTM C 494, Type A, B, or D, except that the 6-month and 1-year compressive and flexural strength tests are waived.

#### 2.3.4 High-Range Water Reducer

ASTM C 494, Type F or G, except that the 6-month and 1-year strength requirements are waived. The admixture shall be used only when approved in writing, such approval being contingent upon particular mixture control as described in the Contractor's Quality Control Plan and upon performance of separate mixture design studies.

#### 2.3.5 Surface Retarder

COE CRD-C 94.

#### 2.3.6 Expanding Admixture

Aluminum powder type expanding admixture conforming to ASTM C 937.

#### 2.3.7 Other Chemical Admixtures

Chemical admixtures for use in producing flowing concrete shall comply with ASTM C 1017, Type I or II. These admixtures shall be used only when approved in writing, such approval being contingent upon particular mixture control as described in the Contractor's Quality Control Plan and upon performance of separate mixture design studies.

### 2.4 CURING MATERIALS

#### 2.4.1 Impervious-Sheet

Impervious-sheet materials shall conform to ASTM C 171, type optional, except, that polyethylene sheet shall not be used.

#### 2.4.2 Membrane-Forming Compound

Membrane-Forming curing compound shall conform to ASTM C 309, Type 1-D or 2, except that only a styrene acrylate or chlorinated rubber compound meeting Class B requirements shall be used for surfaces that are to be painted or are to receive bituminous roofing, or waterproofing, or floors that are to receive adhesive applications of resilient flooring. The curing compound selected shall be compatible with any subsequent paint, roofing, waterproofing, or flooring specified. Nonpigmented compound shall contain a fugitive dye, and shall have the reflective requirements in ASTM C 309 waived.

#### 2.4.3 Burlap and Cotton Mat

Burlap and cotton mat used for curing shall conform to AASHTO M 182.

### 2.5 WATER

Water for mixing and curing shall be fresh, clean, potable, and free of injurious amounts of oil, acid, salt, or alkali, except that non-potable water may be used if it meets the requirements of COE CRD-C 400.

## 2.6 NONSHRINK GROUT

Nonshrink grout shall conform to ASTM C 1107, Grade A, and shall be a commercial formulation suitable for the proposed application.

## 2.7 NONSLIP SURFACING MATERIAL

Nonslip surfacing material shall consist of 55 percent, minimum, aluminum oxide or silicon-dioxide abrasive ceramically bonded together to form a homogeneous material sufficiently porous to provide a good bond with portland cement paste; or factory-graded emery aggregate consisting of not less than 45 percent aluminum oxide and 25 percent ferric oxide. The aggregate shall be well graded from particles retained on the No. 30 sieve to particles passing the No. 8 sieve.

## 2.8 LATEX BONDING AGENT

Latex agents for bonding fresh to hardened concrete shall conform to ASTM C 1059.

## 2.9 EPOXY RESIN

Epoxy resins for use in repairs shall conform to ASTM C 881, Type V, Grade 2. Class as appropriate to the existing ambient and surface temperatures.

## 2.10 EMBEDDED ITEMS

Embedded items shall be of the size and type indicated or as needed for the application. Dovetail slots shall be galvanized steel. Inserts for shelf angles and bolt hangers shall be of malleable iron or cast or wrought steel.

2.11 Omitted

2.12 Omitted

2.13 Omitted

## 2.14 JOINT MATERIALS

### 2.14.1 Joint Fillers, Sealers, and Waterstops

Expansion joint fillers shall be preformed materials conforming to ASTM D 1751.

### 2.14.2 Contraction Joints in Slabs

Sawable type contraction joint inserts shall conform to COE CRD-C 540. Nonsawable joint inserts shall have sufficient stiffness to permit placement in plastic concrete without undue deviation from a straight line and shall conform to the physical requirements of COE CRD-C 540, with the exception of Section 3.4 "Resistance to Sawing". Plastic inserts shall be polyvinyl chloride conforming to the materials requirements of COE CRD-C 572.

## PART 3 EXECUTION

### 3.1 PREPARATION FOR PLACING

Before commencing concrete placement, the following shall be performed. Surfaces to receive concrete shall be clean and free from frost, ice, mud, and water. Forms shall be in place, cleaned, coated, and adequately supported, in accordance with Section 03100 STRUCTURAL CONCRETE FORMWORK. Reinforcing steel shall be in place, cleaned, tied, and adequately supported, in accordance with Section 03200 CONCRETE REINFORCEMENT. Transporting and conveying equipment shall be in-place, ready for use, clean, and free of hardened concrete and foreign material. Equipment for consolidating concrete shall be at the placing site and in proper working order. Equipment and material for curing and for protecting concrete from weather or mechanical damage shall be at the placing site, in proper working condition and in sufficient amount for the entire placement. When hot, windy conditions during concreting appear probable, equipment and material shall be at the placing site to provide windbreaks, shading, fogging, or other action to prevent plastic shrinkage cracking or other damaging drying of the concrete.

### 3.1.1 Foundations

#### 3.1.1.1 Concrete on Earth Foundations

Earth (subgrade, base, or subbase courses) surfaces upon which concrete is to be placed shall be clean, damp, and free from debris, frost, ice, and standing or running water. Prior to placement of concrete, the foundation shall be well drained and shall be satisfactorily graded and uniformly compacted.

#### 3.1.1.2 Omitted

#### 3.1.1.3 Excavated Surfaces in Lieu of Forms

Concrete for footings may be placed directly against the soil provided the earth or rock has been carefully trimmed, is uniform and stable, and meets the compaction requirements of Section 02300 EARTHWORK. The concrete shall be placed without becoming contaminated by loose material, and the outline of the concrete shall be within the specified tolerances.

### 3.1.2 Preparation of Previously Placed Concrete

Concrete surfaces to which other concrete is to be bonded shall be abraded in an approved manner that will expose sound aggregate uniformly without damaging the concrete. Laitance and loose particles shall be removed. Surfaces shall be thoroughly washed and shall be moist but without free water when concrete is placed.

#### 3.1.3 Omitted

#### 3.1.4 Omitted

### 3.1.5 Embedded Items

Before placement of concrete, care shall be taken to determine that all embedded items are firmly and securely fastened in place as indicated on the drawings, or required. Conduit and other embedded items shall be clean and free of oil and other foreign matter such as loose coatings or rust, paint, and scale. The embedding of wood in concrete will be permitted only when specifically authorized or directed. Voids in sleeves, inserts, and anchor slots shall be filled temporarily with readily removable materials to prevent the entry of concrete into voids. Welding shall not be performed on embedded metals within 1 foot of the surface of the concrete.

Tack welding shall not be performed on or to embedded items.

### 3.2 CONCRETE PRODUCTION

#### 3.2.1 Batching, Mixing, and Transporting Concrete

Concrete shall either be batched and mixed onsite or shall be furnished from a ready-mixed concrete plant. Ready-mixed concrete shall be batched, mixed, and transported in accordance with ASTM C 94, except as otherwise specified. Truck mixers, agitators, and nonagitating transporting units shall comply with NRMCA TMMB 100. Ready-mix plant equipment and facilities shall be certified in accordance with NRMCA QC 3. Approved batch tickets shall be furnished for each load of ready-mixed concrete. Site-mixed concrete shall conform to the following subparagraphs.

##### 3.2.1.1 General

The batching plant shall be located on site in the general area indicated on the drawings or off site close to the project. The batching, mixing and placing system shall have a capacity of at least 100 cubic yards per hour. The batching plant shall conform to the requirements of NRMCA CPMB 100 and as specified; however, rating plates attached to batch plant equipment are not required.

##### 3.2.1.2 Batching Equipment

The batching controls shall be semiautomatic or automatic, as defined in NRMCA CPMB 100. A semiautomatic batching system shall be provided with interlocks such that the discharge device cannot be actuated until the indicated material is within the applicable tolerance. The batching system shall be equipped with accurate recorder or recorders that meet the requirements of NRMCA CPMB 100. The weight of water and admixtures shall be recorded if batched by weight. Separate bins or compartments shall be provided for each size group of aggregate and type of cementitious material, to prevent intermingling at any time. Aggregates shall be weighed either in separate weigh batchers with individual scales or, provided the smallest size is batched first, cumulatively in one weigh batcher on one scale. Aggregate shall not be weighed in the same batcher with cementitious material. If both portland cement and other cementitious material are used, they may be batched cumulatively, provided that the portland cement is batched first. Water may be measured by weight or volume. Water shall not be weighed or measured cumulatively with another ingredient. Filling and discharging valves for the water metering or batching system shall be so interlocked that the discharge valve cannot be opened before the filling valve is fully closed. Piping for water and for admixtures shall be free from leaks and shall be properly valved to prevent backflow or siphoning. Admixtures shall be furnished as a liquid of suitable concentration for easy control of dispensing. An adjustable, accurate, mechanical device for measuring and dispensing each admixture shall be provided. Each admixture dispenser shall be interlocked with the batching and discharging operation of the water so that each admixture is separately batched and individually discharged automatically in a manner to obtain uniform distribution throughout the water as it is added to the batch in the specified mixing period. Different admixtures shall not be combined prior to introduction in water and shall not be allowed to intermingle until in contact with the cement. Admixture dispensers shall have suitable devices to detect and indicate flow during dispensing or have a means for visual observation. The plant shall be arranged so as to facilitate the inspection of all operations at all times. Suitable

facilities shall be provided for obtaining representative samples of aggregates from each bin or compartment, and for sampling and calibrating the dispensing of cementitious material, water, and admixtures. Filling ports for cementitious materials bins or silos shall be clearly marked with a permanent sign stating the contents.

#### 3.2.1.3 Scales

The weighing equipment shall conform to the applicable requirements of CPMB Concrete Plant Standard, and of NIST HB 44, except that the accuracy shall be plus or minus 0.2 percent of scale capacity. The Contractor shall provide standard test weights and any other auxiliary equipment required for checking the operating performance of each scale or other measuring devices. The tests shall be made at the specified frequency in the presence of a Government inspector. The weighing equipment shall be arranged so that the plant operator can conveniently observe all dials or indicators.

#### 3.2.1.4 Batching Tolerances

##### (A) Tolerances with Weighing Equipment

MATERIAL	PERCENT OF REQUIRED WEIGHT
Cementitious materials	0 to plus 2
Aggregate	plus or minus 2
Water	plus or minus 1
Chemical admixture	0 to plus 6

##### (B) Tolerances with Volumetric Equipment

For volumetric batching equipment used for water and admixtures, the following tolerances shall apply to the required volume of material being batched:

MATERIAL	PERCENT OF REQUIRED MATERIAL
Water:	plus or minus 1 percent
Chemical admixtures:	0 to plus 6 percent

#### 3.2.1.5 Moisture Control

The plant shall be capable of ready adjustment to compensate for the varying moisture content of the aggregates and to change the weights of the materials being batched.

#### 3.2.1.6 Concrete Mixers

Mixers shall be stationary mixers. Mixers shall be capable of combining the materials into a uniform mixture and of discharging this mixture without segregation. The mixers shall not be charged in excess of the capacity recommended by the manufacturer. The mixers shall be operated at the drum or mixing blade speed designated by the manufacturer. The mixers shall be maintained in satisfactory operating condition, and the mixer drums shall be kept free of hardened concrete. Should any mixer at any time produce unsatisfactory results, its use shall be promptly discontinued until it is repaired.

### 3.2.1.7 Stationary Mixers

Concrete plant mixers shall be drum-type mixers of tilting, nontilting, horizontal-shaft, or vertical-shaft type, or shall be pug mill type and shall be provided with an acceptable device to lock the discharge mechanism until the required mixing time has elapsed. The mixing time and uniformity shall conform to all the requirements in ASTM C 94 applicable to central-mixed concrete.

3.3 Omitted

3.4 Omitted

3.5 Omitted

### 3.6 TRANSPORTING CONCRETE TO PROJECT SITE

Concrete shall be transported to the placing site in agitators, TMMB or by approved pumping equipment.

### 3.7 CONVEYING CONCRETE ON SITE

Concrete shall be conveyed from mixer or transporting unit to forms as rapidly as possible and within the time interval specified by methods which will prevent segregation or loss of ingredients using following equipment. Conveying equipment shall be cleaned before each placement.

#### 3.7.1 Buckets

The interior hopper slope shall be not less than 58 degrees from the horizontal, the minimum dimension of the clear gate opening shall be at least 5 times the nominal maximum-size aggregate, and the area of the gate opening shall not be less than 2 square feet. The maximum dimension of the gate opening shall not be greater than twice the minimum dimension. The bucket gates shall be essentially grout tight when closed and may be manually, pneumatically, or hydraulically operated except that buckets larger than 2 cubic yards shall not be manually operated. The design of the bucket shall provide means for positive regulation of the amount and rate of deposit of concrete in each dumping position.

#### 3.7.2 Transfer Hoppers

Concrete may be charged into nonagitating hoppers for transfer to other conveying devices. Transfer hoppers shall be capable of receiving concrete directly from delivery vehicles and shall have conical-shaped discharge features. The transfer hopper shall be equipped with a hydraulically operated gate and with a means of external vibration to effect complete discharge. Concrete shall not be held in nonagitating transfer hoppers more than 30 minutes.

#### 3.7.3 Trucks

Truck mixers operating at agitating speed or truck agitators used for transporting plant-mixed concrete shall conform to the requirements of ASTM C 94. Nonagitating equipment shall be used only for transporting plant-mixed concrete over a smooth road and when the hauling time is less than 15 minutes. Bodies of nonagitating equipment shall be smooth, watertight, metal containers specifically designed to transport concrete, shaped with rounded corners to minimize segregation, and equipped with gates that will permit positive control of the discharge of the concrete.



#### 3.7.4 Chutes

When concrete can be placed directly from a truck mixer, agitator, or nonagitating equipment, the chutes normally attached to this equipment by the manufacturer may be used. A discharge deflector shall be used when required by the Contracting Officer. Separate chutes and other similar equipment will not be permitted for conveying concrete.

#### 3.7.5 Belt Conveyors

Belt conveyors shall be designed and operated to assure a uniform flow of concrete from mixer to final place of deposit without segregation of ingredients or loss of mortar and shall be provided with positive means, such as discharge baffle or hopper, for preventing segregation of the concrete at the transfer points and the point of placing. Belt conveyors shall be constructed such that the idler spacing shall not exceed 36 inches. The belt speed shall be a minimum of 300 feet per minute and a maximum of 750 feet per minute. If concrete is to be placed through installed horizontal or sloping reinforcing bars, the conveyor shall discharge concrete into a pipe or elephant truck that is long enough to extend through the reinforcing bars.

#### 3.7.6 Concrete Pumps

Concrete may be conveyed by positive displacement pump when approved. The pumping equipment shall be piston or squeeze pressure type; pneumatic placing equipment shall not be used. The pipeline shall be rigid steel pipe or heavy-duty flexible hose. The inside diameter of the pipe shall be at least 3 times the nominal maximum-size coarse aggregate in the concrete mixture to be pumped but not less than 4 inches. Aluminum pipe shall not be used.

### 3.8 PLACING CONCRETE

Mixed concrete shall be discharged within 1-1/2 hours or before the mixer drum has revolved 300 revolutions, whichever comes first after the introduction of the mixing water to the cement and aggregates. When the concrete temperature exceeds 85 degrees F, the time shall be reduced to 45 minutes. Concrete shall be placed within 15 minutes after it has been discharged from the transporting unit. Concrete shall be handled from mixer or transporting unit to forms in a continuous manner until the approved unit of operation is completed. Adequate scaffolding, ramps and walkways shall be provided so that personnel and equipment are not supported by in-place reinforcement. Placing will not be permitted when the sun, heat, wind, or limitations of facilities furnished by the Contractor prevent proper consolidation, finishing and curing. Sufficient placing capacity shall be provided so that concrete can be kept free of cold joints.

#### 3.8.1 Depositing Concrete

Concrete shall be deposited as close as possible to its final position in the forms, and there shall be no vertical drop greater than 5 feet except where suitable equipment is provided to prevent segregation and where specifically authorized. Depositing of the concrete shall be so regulated that it will be effectively consolidated in horizontal layers not more than 12 inches thick, except that all slabs shall be placed in a single layer. Concrete to receive other construction shall be screeded to the proper

level. Concrete shall be deposited continuously in one layer or in layers so that fresh concrete is deposited on in-place concrete that is still plastic. Fresh concrete shall not be deposited on concrete that has hardened sufficiently to cause formation of seams or planes of weakness within the section. Concrete that has surface dried, partially hardened, or contains foreign material shall not be used. When temporary spreaders are used in the forms, the spreaders shall be removed as their service becomes unnecessary. Concrete shall not be placed in slabs over columns and walls until concrete in columns and walls has been in-place at least two hours or until the concrete begins to lose its plasticity. Concrete for beams, girders, brackets, column capitals, haunches, and drop panels shall be placed at the same time as concrete for adjoining slabs.

### 3.8.2 Consolidation

Immediately after placing, each layer of concrete shall be consolidated by internal vibrators, except for slabs 4 inches thick or less. The vibrators shall at all times be adequate in effectiveness and number to properly consolidate the concrete; a spare vibrator shall be kept at the jobsite during all concrete placing operations. The vibrators shall have a frequency of not less than 10,000 vibrations per minute, an amplitude of at least 0.025 inch, and the head diameter shall be appropriate for the structural member and the concrete mixture being placed. Vibrators shall be inserted vertically at uniform spacing over the area of placement. The distance between insertions shall be approximately 1-1/2 times the radius of action of the vibrator so that the area being vibrated will overlap the adjacent just-vibrated area by a reasonable amount. The vibrator shall penetrate rapidly to the bottom of the layer and at least 6 inches into the preceding layer if there is such. Vibrator shall be held stationary until the concrete is consolidated and then vertically withdrawn slowly while operating. Form vibrators shall not be used unless specifically approved and unless forms are constructed to withstand their use. Vibrators shall not be used to move concrete within the forms. Slabs 4 inches and less in thickness shall be consolidated by properly designed vibrating screeds or other approved technique. Excessive vibration of lightweight concrete resulting in segregation or flotation of coarse aggregate shall be prevented. Frequency and amplitude of vibrators shall be determined in accordance with COE CRD-C 521. Grate tampers ("jitterbugs") shall not be used.

### 3.8.3 Cold Weather Requirements

Special protection measures, approved by the Contracting Officer, shall be used if freezing temperatures are anticipated before the expiration of the specified curing period. The ambient temperature of the air where concrete is to be placed and the temperature of surfaces to receive concrete shall be not less than 40 degrees F. The temperature of the concrete when placed shall be not less than 50 degrees F nor more than 75 degrees F. Heating of the mixing water or aggregates will be required to regulate the concrete placing temperature. Materials entering the mixer shall be free from ice, snow, or frozen lumps. Salt, chemicals or other materials shall not be incorporated in the concrete to prevent freezing. Upon written approval, an accelerating admixture conforming to ASTM C 494, Type C or E may be used, provided it contains no calcium chloride. Calcium chloride shall not be used.

### 3.8.4 Hot Weather Requirements

When the ambient temperature during concrete placing is expected to exceed 85 degrees F, the concrete shall be placed and finished with procedures

previously submitted and as specified herein. The concrete temperature at time of delivery to the forms shall not exceed the temperature shown in the table below when measured in accordance with ASTM C 1064. Cooling of the mixing water or aggregates or placing concrete in the cooler part of the day may be required to obtain an adequate placing temperature. A retarder may be used, as approved, to facilitate placing and finishing. Steel forms and reinforcements shall be cooled as approved prior to concrete placement when steel temperatures are greater than 120 degrees F. Conveying and placing equipment shall be cooled if necessary to maintain proper concrete-placing temperature.

Maximum Allowable Concrete Placing Temperature

Relative Humidity, Percent, During Time of Concrete Placement	Maximum Allowable Concrete Temperature Degrees
Greater than 60	90 F
40-60	85 F
Less than 40	80 F

3.8.5 Prevention of Plastic Shrinkage Cracking

During hot weather with low humidity, and particularly with appreciable wind, as well as interior placements when space heaters produce low humidity, the Contractor shall be alert to the tendency for plastic shrinkage cracks to develop and shall institute measures to prevent this. Particular care shall be taken if plastic shrinkage cracking is potentially imminent and especially if it has developed during a previous placement. Periods of high potential for plastic shrinkage cracking can be anticipated by use of Fig. 2.1.5 of ACI 305R. In addition the concrete placement shall be further protected by erecting shades and windbreaks and by applying fog sprays of water, sprinkling, ponding or wet covering. Plastic shrinkage cracks that occur shall be filled by injection of epoxy resin as directed, after the concrete hardens. Plastic shrinkage cracks shall never be troweled over or filled with slurry.

3.9 JOINTS

Joints shall be located and constructed as indicated or approved. Joints not indicated on the drawings shall be located and constructed to minimize the impact on the strength of the structure. Reservoir for sealant for construction and contraction joints in slabs shall be formed to the dimensions shown on the drawings by removing snap-out joint-forming inserts, by sawing sawable inserts, or by sawing to widen the top portion of sawed joints. Joints to be sealed shall be cleaned and sealed.

3.9.1 Construction Joints

For concrete other than slabs on grade, construction joints shall be located so that the unit of operation does not exceed 10 feet. Concrete shall be placed continuously so that each unit is monolithic in construction. Fresh concrete shall not be placed against adjacent hardened concrete until it is at least 24 hours old. Construction joints shall be located as indicated or approved. Where concrete work is interrupted by weather, end of work shift or other similar type of delay, location and type of construction joint shall be subject to approval of the Contracting

Officer. Unless otherwise indicated and except for slabs on grade, reinforcing steel shall extend through construction joints. Construction joints in slabs on grade shall be keyed or doweled as shown. Concrete walls, shall be in place at least 2 hours, or until the concrete begins to lose its plasticity, before placing concrete for slabs thereon. Where horizontal construction joints in walls or columns are required, a strip of 1 inch square-edge lumber, bevelled and oiled to facilitate removal, shall be tacked to the inside of the forms at the construction joint. Concrete shall be placed to a point 1 inch above the underside of the strip. The strip shall be removed 1 hour after the concrete has been placed, and any irregularities in the joint line shall be leveled off with a wood float, and all laitance shall be removed. Prior to placing additional concrete, horizontal construction joints shall be prepared as specified in paragraph Previously Placed Concrete.

### 3.9.2 Contraction Joints in Slabs on Grade

Contraction joints shall be located and detailed as shown on the drawings. Contraction Joints shall be produced by forming a weakened plane in the concrete slab by sawing a continuous slot with a concrete saw. Regardless of method used to produce the weakened plane, it shall be 1/4 the depth of the slab thickness and between 1/8 and 3/16 inch wide. For saw-cut joints, cutting shall be timed properly with the set of the concrete. Cutting shall be started as soon as the concrete has hardened sufficiently to prevent raveling of the edges of the saw cut. Cutting shall be completed before shrinkage stresses become sufficient to produce cracking. Reservoir for joint sealant shall be formed as previously specified.

3.9.3 Omitted

3.9.4 Omitted

### 3.9.5 Dowels and Tie Bars

Dowels and tie bars shall be installed at the locations shown on the drawings and to the details shown. Conventional smooth "paving" dowels shall be installed in slabs using approved methods to hold the dowel in place during concreting within a maximum alignment tolerance of 1/8 inch in 12 inches. "Structural" type deformed bar dowels, or tie bars, shall be installed to meet the specified tolerances. Care shall be taken during placing adjacent to and around dowels and tie bars to ensure there is no displacement of the dowel or tie bar and that the concrete completely embeds the dowel or tie bar and is thoroughly consolidated.

## 3.10 FINISHING FORMED SURFACES

Forms, form materials, and form construction are specified in Section 03100 STRUCTURAL CONCRETE FORMWORK. Finishing of formed surfaces shall be as specified herein. Surfaces shall be left with the texture imparted by the forms except that defective surfaces shall be repaired. Uniform color of the concrete shall be maintained by use of only one mixture without changes in materials or proportions for any structure or portion of structure. Except for major defects, as defined hereinafter, surface defects shall be repaired as specified herein within 24 hours after forms are removed. Repairs of the so-called "plaster-type" will not be permitted in any location. Tolerances of formed surfaces shall conform to the requirements of ACI 117/117R. These tolerances apply to the finished concrete surface, not to the forms themselves; forms shall be set true to line and grade. Form tie holes requiring repair and other defects whose depth is at least as great as their surface diameter shall be repaired as specified in

paragraph Damp-Pack Mortar Repair. Defects whose surface diameter is greater than their depth shall be repaired as specified in paragraph Repair of Major Defects. Repairs shall be finished flush with adjacent surfaces and with the same surface texture. The cement used for all repairs shall be a blend of job cement with white cement proportioned so that the final color after curing and aging will be the same as the adjacent concrete. Concrete with excessive honeycomb, or other defects which affect the strength of the member, will be rejected. Repairs shall be demonstrated to be acceptable and free from cracks or loose or drummy areas at the completion of the contract. Repairs not meeting these requirements will be rejected and shall be replaced.

#### 3.10.1 Omitted

#### 3.10.2 Class C Finish

Class C finish is required for all concrete work. Fins, ravelings, and loose material shall be removed, and, except as otherwise indicated or as specified in Section 03100 STRUCTURAL CONCRETE FORMWORK, holes left by removal of form ties shall be reamed and filled. Honeycomb and other defects more than 1/2 inch deep or more than 2 inches in diameter shall be repaired. Defects more than 2 inches in diameter shall be cut back to sound concrete, but in all cases at least 1 inch deep.

### 3.11 REPAIRS

#### 3.11.1 Damp-Pack Mortar Repair

Form tie holes requiring repair and other defects whose depth is at least as great as their surface diameter but not over 4 inches shall be repaired by the damp-pack mortar method. Form tie holes shall be reamed and other similar defects shall be cut out to sound concrete. The void shall then be thoroughly cleaned, thoroughly wetted, brush-coated with a thin coat of neat cement grout and filled with mortar. Mortar shall be a stiff mix of 1 part portland cement to 2 parts fine aggregate passing the No. 16 mesh sieve, and minimum amount of water. Only sufficient water shall be used to produce a mortar which, when used, will stick together on being molded into a ball by a slight pressure of the hands and will not exude water but will leave the hands damp. Mortar shall be mixed and allowed to stand for 30 to 45 minutes before use with remixing performed immediately prior to use. Mortar shall be thoroughly tamped in place in thin layers using a hammer and hardwood block. Holes passing entirely through walls shall be completely filled from the inside face by forcing mortar through to the outside face. All holes shall be packed full. Damp-pack repairs shall be moist cured for at least 48 hours.

#### 3.11.2 Repair of Major Defects

Major defects will be considered to be more than 2 inches in diameter for Class C finishes. Also included are any defects of any kind whose depth is over 4 inches or whose surface diameter is greater than their depth. Major defects shall be repaired as specified below.

##### 3.11.2.1 Surface Application of Mortar Repair

Defective concrete shall be removed, and removal shall extend into completely sound concrete. Approved equipment and procedures which will not cause cracking or microcracking of the sound concrete shall be used. If reinforcement is encountered, concrete shall be removed so as to expose

the reinforcement for at least 2 inches on all sides. All such defective areas greater than 12 square inches shall be outlined by saw cuts at least 1 inch deep. Defective areas less than 12 square inches shall be outlined by a 1 inch deep cut with a core drill in lieu of sawing. All saw cuts shall be straight lines in a rectangular pattern in line with the formwork panels. After concrete removal, the surface shall be thoroughly cleaned by high pressure washing to remove all loose material. Surfaces shall be kept continually saturated for the first 12 of the 24 hours immediately before placing mortar and shall be damp but not wet at the time of commencing mortar placement. The Contractor, at his option, may use either hand-placed mortar or mortar placed with a mortar gun. If hand-placed mortar is used, the edges of the cut shall be perpendicular to the surface of the concrete. The prepared area shall be brush-coated with a thin coat of neat cement grout. The repair shall then be made using a stiff mortar, preshrunk by allowing the mixed mortar to stand for 30 to 45 minutes and then remixed, thoroughly tamped into place in thin layers. If hand-placed mortar is used, the Contractor shall test each repair area for drumminess by firm tapping with a hammer and shall inspect for cracks, both in the presence of the Contracting Officer's representative, immediately before completion of the contract, and shall replace any showing drumminess or cracking. If mortar placed with a mortar gun is used, the gun shall be a small compressed air-operated gun to which the mortar is slowly hand fed and which applies the mortar to the surface as a high-pressure stream, as approved. Repairs made using shotcrete equipment will not be accepted. The mortar used shall be the same mortar as specified for damp-pack mortar repair. If gun-placed mortar is used, the edges of the cut shall be beveled toward the center at a slope of 1:1. All surface applied mortar repairs shall be continuously moist cured for at least 7 days. Moist curing shall consist of several layers of saturated burlap applied to the surface immediately after placement is complete and covered with polyethylene sheeting, all held closely in place by a sheet of plywood or similar material rigidly braced against it. Burlap shall be kept continually wet.

#### 3.11.2.2 Repair of Deep and Large Defects

Deep and large defects will be those that are more than 6 inches deep and also have an average diameter at the surface more than 18 inches or that are otherwise so identified by the Project Office. Such defects shall be removed and replaced at no expense to the Government.

### 3.12 FINISHING UNFORMED SURFACES

The finish of all unformed surfaces shall meet the requirements of paragraph Tolerances in PART 1, when tested as specified herein.

#### 3.12.1 General

The ambient temperature of spaces adjacent to unformed surfaces being finished and of the base on which concrete will be placed shall be not less than 50 degrees F. In hot weather all requirements of paragraphs Hot Weather Requirements and Prevention of Plastic Shrinkage Cracking shall be met. Unformed surfaces that are not to be covered by additional concrete or backfill shall have a float finish, with additional finishing as specified below, and shall be true to the elevation shown on the drawings. Surfaces to receive additional concrete or backfill shall be brought to the elevation shown on the drawings, properly consolidated, and left true and regular. Unless otherwise shown on the drawings, exterior surfaces shall be sloped for drainage, as directed. Joints shall be carefully made with a

jointing or edging tool. The finished surfaces shall be protected from stains or abrasions. Grate tampers or "jitterbugs" shall not be used for any surfaces. The dusting of surfaces with dry cement or other materials or the addition of any water during finishing shall not be permitted. If bleedwater is present prior to finishing, the excess water shall be carefully dragged off or removed by absorption with porous materials such as burlap. During finishing operations, extreme care shall be taken to prevent over finishing or working water into the surface; this can cause "crazing" (surface shrinkage cracks which appear after hardening) of the surface. Any slabs with surfaces which exhibit significant crazing shall be removed and replaced. During finishing operations, surfaces shall be checked with a 10 foot straightedge, applied in both directions at regular intervals while the concrete is still plastic, to detect high or low areas.

3.12.2 Omitted

3.12.3 Floated Finish

Slabs to receive more than a rough slab finish shall next be given a wood float finish.

3.13 Omitted

3.14 EXTERIOR SLAB AND RELATED ITEMS

3.14.1 Pavements

Pavements shall be constructed where shown on the drawings. After forms are set and underlying material prepared as specified, the concrete shall be placed uniformly throughout the area and thoroughly vibrated. As soon as placed and vibrated, the concrete shall be struck off and screeded to the crown and cross section and to such elevation above grade that when consolidated and finished, the surface of the pavement will be at the required elevation. The entire surface shall be tamped with the strike off, or consolidated with a vibrating screed, and this operation continued until the required compaction and reduction of internal and surface voids are accomplished. Care shall be taken to prevent bringing excess paste to the surface. Immediately following the final consolidation of the surface, the pavement shall be floated longitudinally from bridges resting on the side forms and spanning but not touching the concrete. If necessary, additional concrete shall be placed and screeded, and the float operated until a satisfactory surface has been produced. The floating operation shall be advanced not more than half the length of the float and then continued over the new and previously floated surfaces. After finishing is completed but while the concrete is still plastic, minor irregularities and score marks in the pavement surface shall be eliminated by means of long-handled cutting straightedges. Straightedges shall be 12 feet in length and shall be operated from the sides of the pavement and from bridges. A straightedge operated from the side of the pavement shall be equipped with a handle 3 feet longer than one-half the width of the pavement. The surface shall then be tested for trueness with a 12 foot straightedge held in successive positions parallel and at right angles to the center line of the pavement, and the whole area covered as necessary to detect variations. The straightedge shall be advanced along the pavement in successive stages of not more than one-half the length of the straightedge. Depressions shall be immediately filled with freshly mixed concrete, struck off, consolidated, and refinished. Projections above the required elevation shall also be struck off and refinished. The straightedge testing and finishing shall continue until the entire surface of the

concrete is true. Before the surface sheen has disappeared and well before the concrete becomes nonplastic, the surface of the pavement shall be given a nonslip sandy surface texture by use of a burlap drag. A strip of clean, wet burlap from 3 to 5 feet wide and 2 feet longer than the pavement width shall be carefully pulled across the surface. Edges and joints shall be rounded with an edger having a radius of 1/8 inch. Curing shall be as specified.

3.14.2 Omitted

3.14.3 Omitted

3.14.4 Pits and Trenches

Pits and trenches shall be constructed as indicated on the drawings. Bottoms and walls shall be placed monolithically or waterstops and keys, shall be provided as approved.

### 3.15 CURING AND PROTECTION

#### 3.15.1 General

Concrete shall be cured by an approved method for the period of time given below:

Concrete with Type III cement	3 days
All other concrete	7 days

Immediately after placement, concrete shall be protected from premature drying, extremes in temperatures, rapid temperature change, mechanical injury and damage from rain and flowing water for the duration of the curing period. Air and forms in contact with concrete shall be maintained at a temperature above 50 degrees F for the first 3 days and at a temperature above 32 degrees F for the remainder of the specified curing period. Exhaust fumes from combustion heating units shall be vented to the outside of the enclosure, and heaters and ducts shall be placed and directed so as not to cause areas of overheating and drying of concrete surfaces or to create fire hazards. Materials and equipment needed for adequate curing and protection shall be available and at the site prior to placing concrete. No fire or excessive heat, including welding, shall be permitted near or in direct contact with the concrete at any time. Except as otherwise permitted by paragraph Membrane Forming Curing Compounds, moist curing shall be provided for any areas to receive floor hardener, any paint or other applied coating, or to which other concrete is to be bonded. Concrete containing silica fume shall be initially cured by fog misting during finishing, followed immediately by continuous moist curing. Except for plastic coated burlap, impervious sheeting alone shall not be used for curing.

#### 3.15.2 Moist Curing

Concrete to be moist-cured shall be maintained continuously wet for the entire curing period, commencing immediately after finishing. If water or curing materials used stain or discolor concrete surfaces which are to be permanently exposed, the concrete surfaces shall be cleaned as approved. When wooden forms are left in place during curing, they shall be kept wet at all times. If steel forms are used in hot weather, nonsupporting vertical forms shall be broken loose from the concrete soon after the concrete hardens and curing water continually applied in this void. If the forms are removed before the end of the curing period, curing shall be



carried out as on unformed surfaces, using suitable materials. Surfaces shall be cured by ponding, by continuous sprinkling, by continuously saturated burlap or cotton mats, or by continuously saturated plastic coated burlap. Burlap and mats shall be clean and free from any contamination and shall be completely saturated before being placed on the concrete. The Contractor shall have an approved work system to ensure that moist curing is continuous 24 hours per day.

- 3.15.3 Omitted
- 3.15.4 Omitted
- 3.15.5 Omitted

#### 3.15.6 Cold Weather Curing and Protection

When the daily ambient low temperature is less than 32 degrees F the temperature of the concrete shall be maintained above 40 degrees F for the first seven days after placing. During the period of protection removal, the air temperature adjacent to the concrete surfaces shall be controlled so that concrete near the surface will not be subjected to a temperature differential of more than 25 degrees F as determined by suitable temperature measuring devices furnished by the Government, as required, and installed adjacent to the concrete surface and 2 inches inside the surface of the concrete. The installation of the thermometers shall be made by the Contractor as directed.

#### 3.16 SETTING BASE PLATES AND BEARING PLATES

After being properly positioned, base plates and bearing plates for structural members and equipment shall be set to the proper line and elevation with damp-pack bedding mortar, except where nonshrink grout is indicated. The thickness of the mortar or grout shall be approximately 1/24 the width of the plate, but not less than 3/4 inch. Concrete and metal surfaces in contact with grout shall be clean and free of oil and grease, and concrete surfaces in contact with grout shall be damp and free of laitance when grout is placed. Nonshrink grout shall be used.

- 3.16.1 Omitted

#### 3.16.2 Nonshrink Grout

Nonshrink grout shall be a ready-mixed material requiring only the addition of water. Water content shall be the minimum that will provide a flowable mixture and completely fill the space to be grouted without segregation, bleeding, or reduction of strength.

##### 3.16.2.1 Mixing and Placing of Nonshrink Grout

Mixing and placing shall be in conformance with the material manufacturer's instructions and as specified therein. Ingredients shall be thoroughly dry-mixed before adding water. After adding water, the batch shall be mixed for 3 minutes. Batches shall be of size to allow continuous placement of freshly mixed grout. Grout not used within 30 minutes after mixing shall be discarded. The space between the top of the concrete or machinery-bearing surface and the plate shall be filled solid with the grout. Forms shall be of wood or other equally suitable material for completely retaining the grout on all sides and on top and shall be removed after the grout has set. The placed grout shall be carefully worked by rodding or other means to eliminate voids; however, overworking and breakdown of the initial set shall be avoided. Grout shall not be

retempered or subjected to vibration from any source. Where clearances are unusually small, placement shall be under pressure with a grout pump. Temperature of the grout, and of surfaces receiving the grout, shall be maintained at 65 to 85 degrees F until after setting.

#### 3.16.2.2 Treatment of Exposed Surfaces

For metal-oxidizing nonshrink grout, exposed surfaces shall be cut back 1 inch and immediately covered with a parge coat of mortar consisting of 1 part portland cement and 2-1/2 parts fine aggregate by weight, with sufficient water to make a plastic mixture. The parge coat shall have a smooth finish. For other mortars or grouts, exposed surfaces shall have a smooth-dense finish and be left untreated. Curing shall comply with paragraph CURING AND PROTECTION.

### 3.17 TESTING AND INSPECTION FOR CONTRACTOR QUALITY CONTROL

The Contractor shall perform the inspection and tests described below and, based upon the results of these inspections and tests, shall take the action required and shall submit specified reports. When, in the opinion of the Contracting Officer, the concreting operation is out of control, concrete placement shall cease and the operation shall be corrected. The laboratory performing the tests shall be onsite and shall conform with ASTM C 1077. Materials may be subjected to check testing by the Government from samples obtained at the manufacturer, at transfer points, or at the project site. The Government will inspect the laboratory, equipment, and test procedures prior to start of concreting operations and at least once per month thereafter for conformance with ASTM C 1077.

#### 3.17.1 Grading and Corrective Action

##### 3.17.1.1 Fine Aggregate

At least once during each shift when the concrete plant is operating, there shall be one sieve analysis and fineness modulus determination in accordance with ASTM C 136 and COE CRD-C 104 for the fine aggregate or for each fine aggregate if it is batched in more than one size or classification. The location at which samples are taken may be selected by the Contractor as the most advantageous for control. However, the Contractor is responsible for delivering fine aggregate to the mixer within specification limits. When the amount passing on any sieve is outside the specification limits, the fine aggregate shall be immediately resampled and retested. If there is another failure on any sieve, the fact shall immediately be reported to the Contracting Officer, concreting shall be stopped, and immediate steps taken to correct the grading.

##### 3.17.1.2 Coarse Aggregate

At least once during each shift in which the concrete plant is operating, there shall be a sieve analysis in accordance with ASTM C 136 for each size of coarse aggregate. The location at which samples are taken may be selected by the Contractor as the most advantageous for production control. However, the Contractor shall be responsible for delivering the aggregate to the mixer within specification limits. A test record of samples of aggregate taken at the same locations shall show the results of the current test as well as the average results of the five most recent tests including the current test. The Contractor may adopt limits for control coarser than the specification limits for samples taken other than as delivered to the mixer to allow for degradation during handling. When the amount passing

any sieve is outside the specification limits, the coarse aggregate shall be immediately resampled and retested. If the second sample fails on any sieve, that fact shall be reported to the Contracting Officer. Where two consecutive averages of 5 tests are outside specification limits, the operation shall be considered out of control and shall be reported to the Contracting Officer. Concreting shall be stopped and immediate steps shall be taken to correct the grading.

### 3.17.2 Quality of Aggregates

Thirty days prior to the start of concrete placement, the Contractor shall perform all tests for aggregate quality required by ASTM C 33. In addition, after the start of concrete placement, the Contractor shall perform tests for aggregate quality at least every three months, and when the source of aggregate or aggregate quality changes. Samples tested after the start of concrete placement shall be taken immediately prior to entering the concrete mixer.

### 3.17.3 Scales, Batching and Recording

The accuracy of the scales shall be checked by test weights prior to start of concrete operations and at least once every three months. Such tests shall also be made as directed whenever there are variations in properties of the fresh concrete that could result from batching errors. Once a week the accuracy of each batching and recording device shall be checked during a weighing operation by noting and recording the required weight, recorded weight, and the actual weight batched. At the same time, the Contractor shall test and ensure that the devices for dispensing admixtures are operating properly and accurately. When either the weighing accuracy or batching accuracy does not comply with specification requirements, the plant shall not be operated until necessary adjustments or repairs have been made. Discrepancies in recording accuracies shall be corrected immediately.

### 3.17.4 Batch-Plant Control

The measurement of concrete materials including cementitious materials, each size of aggregate, water, and admixtures shall be continuously controlled. The aggregate weights and amount of added water shall be adjusted as necessary to compensate for free moisture in the aggregates. The amount of air-entraining agent shall be adjusted to control air content within specified limits. A report shall be prepared indicating type and source of cement used, type and source of pozzolan or slag used, amount and source of admixtures used, aggregate source, the required aggregate and water weights per cubic yard amount of water as free moisture in each size of aggregate, and the batch aggregate and water weights per cubic yard for each class of concrete batched during each day's plant operation.

### 3.17.5 Concrete Mixture

- a. Air Content Testing. Air content tests shall be made when test specimens are fabricated. In addition, at least two tests for air content shall be made on randomly selected batches of each separate concrete mixture produced during each 8-hour period of concrete production. Additional tests shall be made when excessive variation in workability is reported by the placing foreman or Government inspector. Tests shall be made in accordance with ASTM C 231 for normal weight concrete and ASTM C 173 for lightweight concrete. Test results shall be plotted on

control charts which shall at all times be readily available to the Government and shall be submitted weekly. Copies of the current control charts shall be kept in the field by testing crews and results plotted as tests are made. When a single test result reaches either the upper or lower action limit, a second test shall immediately be made. The results of the two tests shall be averaged and this average used as the air content of the batch to plot on both the air content and the control chart for range, and for determining need for any remedial action. The result of each test, or average as noted in the previous sentence, shall be plotted on a separate control chart for each mixture on which an "average line" is set at the midpoint of the specified air content range from paragraph Air Entrainment. An upper warning limit and a lower warning limit line shall be set 1.0 percentage point above and below the average line, respectively. An upper action limit and a lower action limit line shall be set 1.5 percentage points above and below the average line, respectively. The range between each two consecutive tests shall be plotted on a secondary control chart for range where an upper warning limit is set at 2.0 percentage points and an upper action limit is set at 3.0 percentage points. Samples for air content may be taken at the mixer, however, the Contractor is responsible for delivering the concrete to the placement site at the stipulated air content. If the Contractor's materials or transportation methods cause air content loss between the mixer and the placement, correlation samples shall be taken at the placement site as required by the Contracting Officer, and the air content at the mixer controlled as directed.

- b. Air Content Corrective Action. Whenever points on the control chart for percent air reach either warning limit, an adjustment shall immediately be made in the amount of air-entraining admixture batched. As soon as practical after each adjustment, another test shall be made to verify the result of the adjustment. Whenever a point on the secondary control chart for range reaches the warning limit, the admixture dispenser shall be recalibrated to ensure that it is operating accurately and with good reproducibility. Whenever a point on either control chart reaches an action limit line, the air content shall be considered out of control and the concreting operation shall immediately be halted until the air content is under control. Additional air content tests shall be made when concreting is restarted.
- c. Slump Testing. In addition to slump tests which shall be made when test specimens are fabricated, at least four slump tests shall be made on randomly selected batches in accordance with ASTM C 143 for each separate concrete mixture produced during each 8-hour or less period of concrete production each day. Also, additional tests shall be made when excessive variation in workability is reported by the placing foreman or Government inspector. Test results shall be plotted on control charts which shall at all times be readily available to the Government and shall be submitted weekly. Copies of the current control charts shall be kept in the field by testing crews and results plotted as tests are made. When a single slump test reaches or goes beyond either the upper or lower action limit, a second test shall immediately be made. The results of the two tests shall be averaged and this average used as the slump of the batch to plot on both the control charts for slump and the chart for range, and

for determining need for any remedial action. Limits shall be set on separate control charts for slump for each type of mixture. The upper warning limit shall be set at 1/2 inch below the maximum allowable slump specified in paragraph Slump in PART 1 for each type of concrete and an upper action limit line and lower action limit line shall be set at the maximum and minimum allowable slumps, respectively, as specified in the same paragraph. The range between each consecutive slump test for each type of mixture shall be plotted on a single control chart for range on which an upper action limit is set at 2 inches. Samples for slump shall be taken at the mixer. However, the Contractor is responsible for delivering the concrete to the placement site at the stipulated slump. If the Contractor's materials or transportation methods cause slump loss between the mixer and the placement, correlation samples shall be taken at the placement site as required by the Contracting Officer, and the slump at the mixer controlled as directed.

- d. Slump Corrective Action. Whenever points on the control charts for slump reach the upper warning limit, an adjustment shall immediately be made in the batch weights of water and fine aggregate. The adjustments are to be made so that the total water content does not exceed that amount allowed by the maximum w/c ratio specified, based on aggregates which are in a saturated surface dry condition. When a single slump reaches the upper or lower action limit, no further concrete shall be delivered to the placing site until proper adjustments have been made. Immediately after each adjustment, another test shall be made to verify the correctness of the adjustment. Whenever two consecutive individual slump tests, made during a period when there was no adjustment of batch weights, produce a point on the control chart for range at or above the upper action limit, the concreting operation shall immediately be halted, and the Contractor shall take appropriate steps to bring the slump under control. Additional slump tests shall be made as directed.
- e. Temperature. The temperature of the concrete shall be measured when compressive strength specimens are fabricated. Measurement shall be in accordance with ASTM C 1064. The temperature shall be reported along with the compressive strength data.
- f. Strength Specimens. At least one set of test specimens shall be made, for compressive or flexural strength as appropriate, on each different concrete mixture placed during the day for each 500 cubic yards or portion thereof of that concrete mixture placed each day. Additional sets of test specimens shall be made, as directed by the Contracting Officer, when the mixture proportions are changed or when low strengths have been detected. A truly random (not haphazard) sampling plan shall be developed by the Contractor and approved by the Contracting Officer prior to the start of construction. The plan shall assure that sampling is done in a completely random and unbiased manner. A set of test specimens for concrete with a 28-day specified strength per paragraph Strength Requirements in PART 1 shall consist of four specimens, two to be tested at 7 days and two at 28 days. Test specimens shall be molded and cured in accordance with ASTM C 31/C 31M and tested in accordance with ASTM C 39 for test cylinders and ASTM C 78 for test beams. Results of all strength tests shall be reported immediately to the Contracting Officer. Quality control

charts shall be kept for individual strength "tests", ("test" as defined in paragraph Strength Requirements in PART 1) moving average of last 3 "tests" for strength, and moving average for range for the last 3 "tests" for each mixture. The charts shall be similar to those found in ACI 214.3R.

### 3.17.6 Inspection Before Placing

Foundations, construction joints, forms, and embedded items shall be inspected by the Contractor in sufficient time prior to each concrete placement in order to certify to the Contracting Officer that they are ready to receive concrete. The results of each inspection shall be reported in writing.

### 3.17.7 Placing

The placing foreman shall supervise placing operations, shall determine that the correct quality of concrete or grout is placed in each location as specified and as directed by the Contracting Officer, and shall be responsible for measuring and recording concrete temperatures and ambient temperature hourly during placing operations, weather conditions, time of placement, volume placed, and method of placement. The placing foreman shall not permit batching and placing to begin until it has been verified that an adequate number of vibrators in working order and with competent operators are available. Placing shall not be continued if any pile of concrete is inadequately consolidated. If any batch of concrete fails to meet the temperature requirements, immediate steps shall be taken to improve temperature controls.

### 3.17.8 Vibrators

The frequency and amplitude of each vibrator shall be determined in accordance with COE CRD-C 521 prior to initial use and at least once a month when concrete is being placed. Additional tests shall be made as directed when a vibrator does not appear to be adequately consolidating the concrete. The frequency shall be determined while the vibrator is operating in concrete with the tachometer being held against the upper end of the vibrator head while almost submerged and just before the vibrator is withdrawn from the concrete. The amplitude shall be determined with the head vibrating in air. Two measurements shall be taken, one near the tip and another near the upper end of the vibrator head, and these results averaged. The make, model, type, and size of the vibrator and frequency and amplitude results shall be reported in writing. Any vibrator not meeting the requirements of paragraph Consolidation, shall be immediately removed from service and repaired or replaced.

### 3.17.9 Curing Inspection

- a. Moist Curing Inspections. At least once each shift, and not less than twice per day on both work and non-work days, an inspection shall be made of all areas subject to moist curing. The surface moisture condition shall be noted and recorded.
- b. Moist Curing Corrective Action. When a daily inspection report lists an area of inadequate curing, immediate corrective action shall be taken, and the required curing period for those areas shall be extended by 1 day.
- c. Membrane Curing Inspection. No curing compound shall be applied

until the Contractor has verified that the compound is properly mixed and ready for spraying. At the end of each operation, the Contractor shall estimate the quantity of compound used by measurement of the container and the area of concrete surface covered, shall compute the rate of coverage in square feet per gallon, and shall note whether or not coverage is uniform.

- d. Membrane Curing Corrective Action. When the coverage rate of the curing compound is less than that specified or when the coverage is not uniform, the entire surface shall be sprayed again.
- e. Sheet Curing Inspection. At least once each shift and once per day on non-work days, an inspection shall be made of all areas being cured using impervious sheets. The condition of the covering and the tightness of the laps and tapes shall be noted and recorded.
- f. Sheet Curing Corrective Action. When a daily inspection report lists any tears, holes, or laps or joints that are not completely closed, the tears and holes shall promptly be repaired or the sheets replaced, the joints closed, and the required curing period for those areas shall be extended by 1 day.

#### 3.17.10 Cold-Weather Protection

At least once each shift and once per day on non-work days, an inspection shall be made of all areas subject to cold-weather protection. Any deficiencies shall be noted, corrected, and reported.

#### 3.17.11 Mixer Uniformity

- a. Stationary Mixers. Prior to the start of concrete placing and once every 6 months when concrete is being placed, or once for every 75,000 cubic yards of concrete placed, whichever results in the shortest time interval, uniformity of concrete mixing shall be determined in accordance with ASTM C 94.
- b. Omitted.
- c. Mixer Uniformity Corrective Action. When a mixer fails to meet mixer uniformity requirements, either the mixing time shall be increased, batching sequence changed, batch size reduced, or adjustments shall be made to the mixer until compliance is achieved.

#### 3.17.12 Reports

All results of tests or inspections conducted shall be reported informally as they are completed and in writing daily. A weekly report shall be prepared for the updating of control charts covering the entire period from the start of the construction season through the current week. During periods of cold-weather protection, reports of pertinent temperatures shall be made daily. These requirements do not relieve the Contractor of the obligation to report certain failures immediately as required in preceding paragraphs. Such reports of failures and the action taken shall be confirmed in writing in the routine reports. The Contracting Officer has the right to examine all contractor quality control records.

#### 3.18 PROTECTION

Water resource protection from washing and curing water shall be provided in accordance with Section 01564 Environmental Protection During Construction.

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SECTION 05210A

STEEL JOISTS

**01/02**

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SECTION 05210A

STEEL JOISTS  
01/02

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

STEEL JOIST INSTITUTE (SJI)

SJI Specs & Tables	(1994) Standard Specifications Load Tables and Weight Tables for Steel Joists and Joist Girders
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1.2 SUBMITTALS

Not Used

1.3 GENERAL REQUIREMENTS

Steel joists are designated on the drawings in accordance with the standard designations of the Steel Joist Institute. Joists of other standard designations or joists with properties other than those shown may be substituted for the joists designated provided the structural properties are equal to or greater than those of the joists shown and provided all other specified requirements are met.

1.4 DELIVERY AND STORAGE

Materials shall be delivered to the site in undamaged condition and stored off the ground in a well drained location, protected from damage, and easily accessible for inspection and handling.

PART 2 PRODUCTS

2.1 OPEN WEB STEEL JOISTS

Open web steel joists shall conform to SJI Specs & Tables, K-Series. Joists shall be designed to support the loads given in the standard load tables of SJI Specs & Tables.

2.2 LONGSPAN STEEL JOISTS

Longspan steel joists shall conform to SJI Specs & Tables, LH-Series. Joists designated LH shall be designed to support the loads given in the applicable standard load tables of SJI Specs & Tables. Joist shall be Fabricated with a 6" Chamber.

2.3 JOIST GIRDERS

Joist girders shall conform to SJI Specs & Tables.

## 2.4 ACCESSORIES AND FITTINGS

Accessories and fittings, including end supports and bridging, shall be in accordance with the standard specifications under which the members were designed.

\*1

## 2.5 ~~SHOP~~ PAINTING

Joists and accessories, not indicated on the drawings as galvanized, shall be shop painted with a rust-inhibiting Asphalt-based primer paint. Any damage to galvanized surfaces shall be repaired with manufacturer's recommended coating and/or repair kit.

## PART 3 EXECUTION

### 3.1 ERECTION

Installation of joists shall be in accordance with the standard specification under which the member was produced. Joists shall be handled in a manner to avoid damage. Damaged joists shall be removed from the site, except when field repair is approved and such repairs are satisfactorily made in accordance with the manufacturer's recommendations. Joists shall be accurately set, and end anchorage shall be in accordance with the standard specification under which the joists were produced. For spans over 40 ft through 60 ft one row of bridging nearest midspan shall be bolted diagonal bridging; for spans over 60 ft bolted diagonal bridging shall be used instead of welded horizontal bridging. Joist bridging and anchoring shall be secured in place prior to the application of any construction loads. Any temporary loads shall be distributed so that the carrying capacity of any joist is not exceeded. Loads shall not be applied to bridging during construction or in the completed work. Abraded, corroded, and field welded areas shall be cleaned and touched up with the same type of paint used in the shop painting.

### 3.2 BEARING PLATES

Bearing plates shall be provided with full bearing after the supporting members have been plumbed and properly positioned, but prior to placing superimposed loads. The area under the plate shall be damp-packed solidly with bedding mortar, except where nonshrink grout is indicated on the drawings. Bedding mortar and grout shall be as specified in Section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE.

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SECTION 16370A

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05/01

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SECTION 16370A

ELECTRICAL DISTRIBUTION SYSTEM, AERIAL  
**05/01**

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C29.2	(1992) Insulators - Wet-Process Porcelain and Toughened Glass - Suspension Type
ANSI C29.3	(1986; R 1995) Wet Process Porcelain Insulators - Spool Type
ANSI C29.4	(1989; R 1995) Wet-Process Porcelain Insulators - Strain Type
ANSI C29.5	(1984; R 1995) Wet-Process Porcelain Insulators - Low- and Medium-Voltage Types
ANSI C29.6	(1996) Wet-Process Porcelain Insulators - High-Voltage Pin Type
ANSI C29.8	(1985; R 1995) Wet-Process Porcelain Insulators - Apparatus, Cap and Pin Type
ANSI C29.9	(1983; R 1996) Wet-Process Porcelain Insulators - Apparatus, Post-Type
ANSI C57.12.20	(1997) Overhead Type Distribution Transformers, 500 KVA and Smaller: High Voltage 34 500 Volts and Below: Low Voltage, 7970/13 800 Y Volts and Below
ANSI C135.1	(1979) Galvanized Steel Bolts and Nuts for Overhead Line Construction
ANSI C135.2	(1999) Threaded Zinc-Coated Ferrous Strand-Eye Anchor Rods and Nuts for Overhead Line Construction
ANSI C135.4	(1987) Zinc-Coated Ferrous Eyebolts and Nuts for Overhead Line Construction
ANSI C135.14	(1979) Staples with Rolled or Slash Points for Overhead Line Construction
ANSI C135.22	(1988) Zinc-Coated Ferrous Pole-Top Insulator Pins with Lead Threads for

Overhead Line Construction

ANSI O5.1 (1992) Specifications and Dimensions for  
Wood Poles

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 123/A 123M (2001) Zinc (Hot-Dip Galvanized) Coatings  
on Iron and Steel Products

ASTM A 153/A 153M (2001) Zinc Coating (Hot-Dip) on Iron and  
Steel Hardware

ASTM A 575 (1996) Steel Bars, Carbon, Merchant  
Quality, M-Grades

ASTM A 576 (1990b; R 1995e1) Steel Bars, Carbon,  
Hot-Wrought, Special Quality

ASTM B 1 (1995) Hard-Drawn Copper Wire

ASTM B 8 (1999) Concentric-Lay-Stranded Copper  
Conductors, Hard, Medium-Hard, or Soft

ASTM B 117 (1997) Operating Salt Spray (Fog) Apparatus

ASTM B 232/B 232M (1999) Concentric-Lay-Stranded Aluminum  
Conductors, Coated-Steel Reinforced (ACSR)

ASTM B 416 (1998) Concentric-Lay-Stranded  
Aluminum-Clad Steel Conductors

ASTM D 1654 (1992) Evaluation of Painted or Coated  
Specimens Subjected to Corrosive  
Environments

AMERICAN WOOD-PRESERVERS' ASSOCIATION (AWPA)

AWPA C4 (1999) Poles - Preservative Treatment by  
Pressure Processes

AWPA C25 (1995) Sawn Crossarms - Preservative  
Treatment by Pressure Processes

AWPA P1/P13 (1995) Standard for Coal Tar Creosote for  
Land and Fresh Water and Marine (Coastal  
Water Use)

AWPA P5 (2000) Standards for Waterborne  
Preservatives

AWPA P8 (2000) Standards for Oil-Borne  
Preservatives

AWPA P9 (1998) Standards for Solvents for Organic  
Preservative Systems

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE C2	(2002) National Electrical Safety Code
IEEE C57.12.00	(1993) Standard General Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers
IEEE C57.19.00	(1991; R 1997) IEEE Standard General Requirements and Test Procedures for Outdoor Power Apparatus Bushings
IEEE C57.19.01	(1991; R 1997) Standard Performance Characteristics and Dimensions for Outdoor Apparatus Bushings
IEEE C62.1	(1989; R 1994) Surge Arresters for AC Power Circuits
IEEE C62.2	(1987; R 1994) Guide for the Application of Gapped Silicon-Carbide Surge Arresters for Alternating Current Systems
IEEE C62.11	(1999) IEEE Standard Metal-Oxide Surge Arresters for AC Power Circuits
IEEE Std 81	(1983) Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System (Part 1)
IEEE Std 100	(1997) IEEE Standard Dictionary of Electrical and Electronics Terms

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA HV 2	(1984; R 1991) Application Guide for Ceramic Suspension Insulators
NEMA LA 1	(1992) Surge Arresters
NEMA SG 2	(1993) High Voltage Fuses
NEMA WC 7	(1988; Rev 3 1996) Cross-Linked-Thermosetting-Polyethylene-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70	(2002) National Electrical Code
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U.S. DEPARTMENT OF AGRICULTURE (USDA)

RUS REA Bull 1728H-701	(1993) REA Specification for Wood Crossarms (Solid and Laminated), Transmission Timbers and Pole Keys
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UNDERWRITERS LABORATORIES (UL)

UL 467	(1993; Rev thru Apr 1999) Grounding and
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Bonding Equipment

UL 486A (1997; Rev thru Dec 1998) Wire Connectors  
and Soldering Lugs for Use with Copper  
Conductors

UL 486B (1997; Rev Jun 1997) Wire Connectors for  
Use with Aluminum Conductors

1.2 GENERAL REQUIREMENTS

1.2.1 Terminology

Terminology used in this specification is as defined in IEEE Std 100.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-04 Drawings

Electrical Distribution System; G, AE

Detail drawings consisting of equipment drawings, illustrations, schedules, instructions, diagrams and other information necessary to define the installation and enable the Government to check conformity with the requirements of the contract drawings. Detail drawings shall as a minimum include:

- a. Poles.
- b. Crossarms.
- c. Transformers.
- d. Insulators.
- e. Surge arresters.

If departures from the contract drawings are deemed necessary by the Contractor, complete details of such departures shall be submitted with the detail drawings. Approved departures shall be made at no additional cost to the Government.

Detail drawings shall show how components are assembled, function together and how they will be installed on the project. Data and drawings for component parts of an item or system shall be coordinated and submitted as a unit. Data and drawings shall be coordinated and included in a single submission. Multiple submissions for the same equipment or system are not acceptable except where prior approval has been obtained from the Contracting Officer. In such cases, a list of data to be submitted later shall be included with the first submission. Detail drawings shall consist of the following:

a. Detail drawings showing physical arrangement, construction details, connections, finishes, materials used in fabrication, provisions for conduit or busway entrance, access requirements for installation and maintenance, physical size, electrical characteristics, foundation and support details, and equipment weight. Drawings shall be drawn to scale and/or dimensioned. Optional items shall be clearly identified as included or excluded.

As-Built Drawings; G, RE

The as-built drawings shall be a record of the construction as installed. The drawings shall include the information shown on the contract drawings as well as deviations, modifications, and changes from the contract drawings, however minor. The as-built drawings shall be kept at the job site and updated daily. The as-built drawings shall be a full sized set of prints marked to reflect deviations, modifications, and changes. The as-built drawings shall be complete and show the location, dimensions, part identification, and other information. Additional sheets may be added. The as-built drawings shall be jointly inspected for accuracy and completeness by the Contractor's quality control representative and by the Contracting Officer prior to the submission of each monthly pay estimate. Upon completion of the work, the Contractor shall submit three full sized sets of the marked prints to the Contracting Officer for approval. If upon review, the as-built drawings are found to contain errors and/or omissions, they will be returned to the Contractor for correction.

The Contractor shall correct and return the as-built drawings to the Contracting Officer for approval within ten calendar days from the time the drawings are returned to the Contractor.

SD-01 Data

Nameplates; G, RE

Catalog cuts, brochures, circulars, specifications, product data, and printed information in sufficient detail and scope to verify compliance with the requirements of the contract documents.

1.4 DELIVERY, STORAGE, AND HANDLING

Devices and equipment shall be visually inspected by the Contractor when received and prior to acceptance from conveyance. Stored items shall be protected from the environment in accordance with the manufacturer's published instructions. Damaged items shall be replaced. Oil filled transformers and switches shall be stored in accordance with the manufacturer's requirements. Wood poles held in storage for more than 2 weeks shall be stored in accordance with ANSI O5.1. Handling of wood poles shall be in accordance with ANSI O5.1, except that pointed tools capable of producing indentations more than inch in depth shall not be used. Metal poles shall be handled and stored in accordance with the manufacturer's instructions.

1.5 EXTRA MATERIALS

One additional spare fuse or fuse element for each furnished fuse or fuse element shall be delivered to the Contracting Officer when the electrical system is accepted. Two complete sets of all special tools required for maintenance shall be provided, complete with a suitable tool box. Special

tools are those that only the manufacturer provides, for special purposes (to access compartments, or operate, adjust, or maintain special parts).

## PART 2 PRODUCTS

### 2.1 GENERAL REQUIREMENTS

Products shall conform to the following requirements. Items of the same classification shall be identical including equipment, assemblies, parts, and components.

### 2.2 STANDARD PRODUCT

Material and equipment shall be the standard product of a manufacturer regularly engaged in the manufacture of the product and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening.

### 2.3 NAMEPLATES

#### 2.3.1 General

Each major component shall have the manufacturer's name, address, type or style, model or serial number, and catalog number on a nameplate securely attached to the equipment. Equipment containing liquid-dielectrics shall have the type of dielectric on the nameplate. Nameplates shall be made of noncorrosive metal. As a minimum, nameplates shall be provided for transformers, regulators, circuit breakers, capacitors, meters and switches.

#### 2.3.2 Liquid-Filled Transformer Nameplates

Power transformers shall be provided in accordance with IEEE C57.12.00. Nameplates shall indicate the number of gallons and composition of liquid-dielectric, and shall be permanently marked with a statement that the transformer dielectric to be supplied is non-polychlorinated biphenyl. If transformer nameplate is not so marked, the Contractor shall furnish manufacturer's certification for each transformer that the dielectric is non-PCB classified, with less than 2 ppm PCB content in accordance with paragraph LIQUID DIELECTRICS. Certifications shall be related to serial numbers on transformer nameplates. Transformer dielectric exceeding the 2 ppm PCB content or transformers without certification will be considered as PCB insulated and will not be accepted.

### 2.4 CORROSION PROTECTION

#### 2.4.1 Aluminum Materials

Aluminum shall not be used in contact with earth or concrete. Where aluminum conductors are connected to dissimilar metal, fittings conforming to UL 486B shall be used.

#### 2.4.2 Ferrous Metal Materials

##### 2.4.2.1 Hardware

Ferrous metal hardware shall be hot-dip galvanized in accordance with ASTM A 153/A 153M and ASTM A 123/A 123M.

##### 2.4.2.2 Equipment

Equipment and component items, including but not limited to transformers and ferrous metal luminaires not hot-dip galvanized or porcelain enamel finished, shall be provided with corrosion-resistant finishes which shall withstand 120 hours of exposure to the salt spray test specified in ASTM B 117 without loss of paint or release of adhesion of the paint primer coat to the metal surface in excess of 1/16 inch from the test mark. The described test mark and test evaluation shall be in accordance with ASTM D 1654 with a rating of not less than 7 in accordance with TABLE 1, (procedure A). Cut edges or otherwise damaged surfaces of hot-dip galvanized sheet steel or mill galvanized sheet steel shall be coated with a zinc rich paint conforming to the manufacturer's standard.

#### 2.4.3 Finishing

Painting required for surfaces not otherwise specified and finish painting of items only primed at the factory shall be as specified in Section 09900 PAINTING, GENERAL.

### 2.5 CONDUCTORS, CONNECTORS, AND SPLICES

#### 2.5.1 Aluminum-Composition Conductors

Aluminum-conductor-steel-reinforced, ACSR, shall comply with ASTM B 232/B 232M.

#### 2.5.2 Copper Conductors

Hard-drawn-copper conductors shall comply with ASTM B 1 and ASTM B 8 as appropriate for the conductor size.

#### 2.5.3 Connectors and Splices

Connectors and splices shall be of copper alloys for copper conductors, aluminum alloys for aluminum-composition conductors, and a type designed to minimize galvanic corrosion for copper to aluminum-composition conductors. Aluminum-composition and aluminum-composition to copper shall comply with UL 486B, and copper-to-copper shall comply with UL 486A.

### 2.6 MEDIUM-VOLTAGE LINES

#### 2.6.1 Bare Medium-Voltage Lines

Bare medium-voltage line conductors shall be aluminum-conductor-steel-reinforced, ACSR;. Conductor types shall not be mixed on any project, unless specifically indicated. Conductors larger than No. 2 AWG shall be stranded.

### 2.7 LOW-VOLTAGE LINES

Low-voltage line conductors shall be of the neutral-supported secondary and service drop type with cross-linked thermosetting polyethylene (XLP) insulation in accordance with NEMA WC 7. Neutral-supported secondary and service drop conductors shall be insulated copper with bare hard-drawn-copper or copper-clad steel neutrals.

### 2.8 POLES AND HARDWARE

Poles shall be of lengths and classes indicated.

## 2.8.1 Wood Poles

Wood poles shall comply with ANSI O5.1, and shall be pressure treated in accordance with AWPA C4, with creosote conforming to AWPA P1/P13 or with oil-borne preservatives and petroleum conforming to AWPA P8 and AWPA P9, respectively, and waterborne preservatives conforming to AWPA P5. Waterborne preservatives shall be either chromated or ammoniacal copper arsenate. Wood poles shall have pole markings located approximately 10 feet from pole butts for poles 50 feet or less in length, and 14 feet from the pole butts for poles longer than 55 feet in length. Poles shall be machine trimmed by turning smooth full length, and shall be roofed, gained, and bored prior to pressure treatment. Where poles are not provided with factory-cut gains, metal gain plates shall be provided.

## 2.8.2 Omitted

## 2.8.3 Omitted

## 2.8.4 Pole Line Hardware

Zinc-coated hardware shall comply with ANSI C135.1, ANSI C135.2, ANSI C135.4, ANSI C135.14, ANSI C135.22. Steel hardware shall comply with ASTM A 575 and ASTM A 576. Hardware shall be hot-dip galvanized in accordance with ASTM A 153/A 153M. Pole-line hardware shall be hot-dip galvanized steel. Washers shall be installed under boltheads and nuts on wood surfaces and elsewhere as required. Washers used on through-bolts and double-arming bolts shall be approximately 2-1/4 inches square and 3/16 inch thick. The diameter of holes in washers shall be the correct standard size for the bolt on which a washer is used. Washers for use under heads of carriage-bolts shall be of the proper size to fit over square shanks of bolts. Eye bolts, bolt eyes, eyenuts, strain-load plates, lag screws, guy clamps, fasteners, hooks, shims, and clevises shall be used wherever required to support and to protect poles, brackets, crossarms, guy wires, and insulators.

## 2.8.5 Omitted

## 2.8.6 Guy Assemblies

Guy assemblies shall be aluminum-clad steel in accordance with ASTM B 416. Guy assemblies, including insulators and attachments, shall provide a strength exceeding the required guy strength. Three-eye thimbles shall be provided on anchor rods to permit attachment of individual primary, secondary, and communication down guys. Anchors shall provide adequate strength to support all loads. Guy strand shall be 7 strand. Guy material shall be Class B zinc-coated-steel high-strength grade, with a minimum breaking strength not less than 6000 pounds, except where two or more guys are used to provide the required strength. Guy rods shall be not less than 7 feet in length by 5/8 inch in diameter.

## 2.9 INSULATORS

Insulators shall comply with NEMA HV 2 for general requirements. Suspension insulators shall be used at corners, angles, dead-ends, other areas where line insulators do not provide adequate strength, and as indicated. Mechanical strength of suspension insulators and hardware shall exceed the rated breaking strength of the attached conductors.

### 2.9.1 Medium-Voltage Line Insulators

Medium-voltage line insulators shall comply with ANSI C29.2, ANSI C29.5, and ANSI C29.6, and as applicable. Ratings shall not be lower than the ANSI classes indicated in TABLE I. Either line-post or pin insulators may be used for crossarm construction. Pin insulators for use on voltages in excess of 6 kV phase-to-phase shall be radio-interference-freed or else line-post insulators shall be used.

TABLE I

MINIMUM ANSI RATING OF MEDIUM-VOLTAGE INSULATORS BY CLASS

Voltage Level	Line-Post	Pin	Suspension
Up to 5 kV	57-1 or 11	55-3	One 52-1
6 kV to 15 kV	57-1 or 11	55-5	Two 52-2

2.9.2 Low-Voltage Line Insulators

Low-voltage line insulators shall comply with ANSI C29.2 and ANSI C29.3 as applicable. Spool insulators for use on low-voltage lines shall be mounted on clevis attachments or secondary racks and shall be not smaller than Class 53-3.

2.9.3 Strain Insulators for Guy Wires

Strain insulators for use in insulated guy assemblies shall comply with ANSI C29.4 for porcelain or equivalent fiberglass, and shall have a mechanical strength exceeding the rated breaking strength of the attached guy wire.

2.9.4 Apparatus Insulators

Apparatus insulators shall comply with IEEE C57.19.00, IEEE C57.19.01, ANSI C29.8, and ANSI C29.9 as applicable.

2.10 CROSSARM ASSEMBLIES

2.10.1 Crossarms

Crossarms shall comply with RUS REA Bull 1728H-701 and shall be solid wood, distribution type, except cross-sectional area with pressure treatment conforming to AWPAC C25, and a 1/4 inch, 45 degree chamfer on all top edges. Cross-sectional area minimum dimensions shall be 4-1/4 inches in height by 3-1/4 inches in depth in accordance with IEEE C2 for Grade B construction. Crossarms shall be 8 feet in length. Crossarms shall be machined, chamfered, trimmed, and bored for stud and bolt holes before pressure treatment. Factory drilling shall be provided for pole and brace mounting, for four pin or four vertical line-post insulators, and for four suspension insulators, except where otherwise indicated or required. Drilling shall provide required climbing space and wire clearances. Crossarms shall be straight and free of twists to within 1/10 inch per foot of length. Bend or twist shall be in one direction only.

2.11 OMITTED

2.12 OMITTED

2.13 FUSES AND SWITCHES, MEDIUM-VOLTAGE

### 2.13.1 Fuse Cutouts

Medium-voltage fuses and cutouts shall comply with NEMA SG 2 and shall be of the loadbreak open type construction rated 7.8 kV and of the normal -duty type. Open-link cut-outs are not acceptable. Fuses shall be either indicating or dropout type. Fuse cutouts shall be equipped with mounting brackets suitable for the indicated installations.

### 2.14 OMITTED

### 2.15 TRANSFORMERS

Transformers shall comply with IEEE C57.12.00 for general requirements and ANSI C57.12.20 for specific requirements for overhead transformers. Overhead distribution transformers shall be of the outdoor type, mineral-oil-insulated single-phase or three-phase as indicated and have two separate windings per phase. Transformers shall be provided with necessary auxiliary mounting devices suitable for the indicated installation. Transformers shall have two 2-1/2 percent rated kVA high-voltage taps above and below rated primary voltage. Transformer installations shall include one primary fuse cutout and one surge arrester for each ungrounded phase conductor. Self-protected transformers are not acceptable. Transformer tanks shall have a standard gray finish.

### 2.16 SURGE ARRESTERS

Surge arresters shall comply with NEMA LA 1 and IEEE C62.1, IEEE C62.2, and IEEE C62.11, and shall be provided for protection of aerial-to-underground transitions, transformers and other indicated equipment. Arresters shall be distribution class, rated as shown. Arresters shall be equipped with mounting brackets suitable for the indicated installations. Arresters shall be of the combination valve-metal-oxide varistor type suitable for outdoor installations.

### 2.17 OMITTED

### 2.18 GROUNDING AND BONDING

#### 2.18.1 Driven Ground Rods

Ground rods shall be of copper-clad steel conforming to UL 467 not less than 3/4 inch in diameter by 10 feet in length of the sectional type driven full length into the earth.

#### 2.18.2 Grounding Conductors

Grounding conductors shall be bare, except where installed in conduit with associated phase conductors. Insulated conductors shall be of the same material as the phase conductors and green color-coded, except that conductors shall be rated no more than 600 volts. Bare conductors shall be ASTM B 8 soft-drawn unless otherwise indicated. Aluminum is not acceptable.

### 2.19 OMITTED

### 2.20 OMITTED

### 2.21 LIQUID DIELECTRICS

Liquid dielectrics for transformers, shall be non-polychlorinated biphenyl

(PCB) mineral-oil. Nonflammable fluids shall not be used.  
Tetrachloroethylene (perchloroethylene) and 1, 2, 4 tetrachlorobenzene  
fluids shall not be used.

### PART 3 EXECUTION

#### 3.1 GENERAL INSTALLATION REQUIREMENTS

Equipment and devices shall be installed and energized in accordance with the manufacturer's published instructions. Circuits installed in conduits or underground and splices and terminations for medium-voltage cable shall conform to the requirements of Section 16375 ELECTRICAL DISTRIBUTION SYSTEM, UNDERGROUND.

##### 3.1.1 Conformance to Codes

The installation shall comply with the requirements and recommendations of IEEE C2 for medium loading districts, Grade B construction. No reduction in clearance shall be made. The installation shall also comply with the applicable parts of NFPA 70.

##### 3.1.2 Verification of Dimensions

The Contractor shall become familiar with details of the work, shall verify dimensions in the field, and shall notify the Contracting Officer of any discrepancy before performing any work.

#### 3.2 POLE INSTALLATION

Joint-use electric/roadway-lighting poles for overhead electric and communication lines shall be wood poles utilizing crossarm construction.

##### 3.2.1 Wood Pole Setting

Wood Pole Setting: Wood poles shall be set straight and firm. In normal firm ground, minimum pole-setting depths shall be as listed in Table II. Poles in straight runs shall be in a straight line. Curved poles shall be placed with curvatures in the direction of the pole line. Poles shall be set to maintain as even a grade as practicable. When the average ground run is level, consecutive poles shall not vary more than 5 feet in height.

If it becomes necessary to shorten a pole, a piece shall be sawed off the top end and roofed. If any pole is shortened after treatment, the shortened end of the pole shall be given an application of hot preservative. Holes shall be dug large enough to permit proper use of tampers to the full depth of a hole. Earth shall be placed into the hole in 6 inch maximum layers, then thoroughly tamped before the next layer is placed. Surplus earth shall be placed around each pole in a conical shape and packed tightly to drain water away from poles.

TABLE II

MINIMUM POLE-SETTING DEPTH (FEET)

Length Overall Feet	Straight Lines	Curves, Corners, and Points of Extra Strain
35	6.0	6.0



TABLE II

MINIMUM POLE-SETTING DEPTH (FEET)

Length Overall Feet	Straight Lines	Curves, Corners, and Points of Extra Strain
40	6.5	6.5
45	6.5	7.0

3.3 CROSSARM MOUNTING

Crossarms shall be bolted to poles with 5/8 inch through-bolts with square washers at each end. Bolts shall extend not less than 1/8 inch nor more than 2 inches beyond nuts. On single crossarm construction, the bolt head shall be installed on the crossarm side of the pole. Metal crossarm braces shall be provided on crossarms. Flat braces may be provided for 8 foot crossarms and shall be 1/4 by 1-1/4 inches, not less than 28 inches in length. Flat braces shall be bolted to arms with 3/8 inch carriage bolts with round or square washers between boltheads and crossarms, and secured to poles with 1/2 by 4 inch lag screws after crossarms are leveled and aligned. Angle braces are required for 10 foot crossarms and shall be 60 inch span by 18 inch drop formed in one piece from 1-1/2 by 1-1/2 by 3/16 inch angle. Angle braces shall be bolted to crossarms with 1/2 inch bolts with round or square washers between boltheads and crossarms, and secured to poles with 5/8 inch through-bolts. Double crossarms shall be securely held in position by means of 5/8 inch double-arming bolts. Each double-arming bolt shall be equipped with four nuts and four square washers.

3.4 GUY INSTALLATION

Guys shall be provided where shown, with loads and strengths as indicated, and wherever conductor tensions are not balanced, such as at angles, corners, and dead-ends. Where a single guy will not provide the required strength, two or more guys shall be provided. Where guys are wrapped around poles, at least two guy hooks shall be provided and pole shims shall be provided where guy tension exceeds 6000 pounds. Guy clamps 6 inches in length with three 5/8 inch bolts, or offset-type guy clamps, or approved guy grips shall be provided at each guy terminal. Guy-strain insulators shall be provided in each guy for wood poles. Multiple-helix screw anchors shall be provided in marshy ground; rock anchors shall be installed in rock at right angles to guys, elsewhere anchors shall be of an expanding type, except that power installed screw anchors of equivalent holding power are acceptable. A half-round yellow polyvinyl, fiberglass, or other suitable plastic guy marker, not less than 8 feet in length, shall be provided at the anchor end of each guy shown, securely clamped to the guy or anchor at the bottom and top of the marker. Holding capacities for down guys shall be based on a lead angle of 45 degrees.

3.5 CONDUCTOR INSTALLATION

3.5.1 Line Conductors

Unless otherwise indicated, conductors shall be installed in accordance with manufacturer's approved tables of sags and tensions. Proper care shall be taken in handling and stringing conductors to avoid abrasions, sharp bends, cuts, kinks, or any possibility of damage to insulation or

conductors. Conductors shall be paid out with the free end of conductors fixed and cable reels portable, except where terrain or obstructions make this method unfeasible. Bend radius for any insulated conductor shall not be less than the applicable NEMA specification recommendation. Conductors shall not be drawn over rough or rocky ground, nor around sharp bends. When installed by machine power, conductors shall be drawn from a mounted reel through stringing sheaves in straight lines clear of obstructions. Initial sag and tension shall be checked by the Contractor, in accordance with the manufacturer's approved sag and tension charts, within an elapsed time after installation as recommended by the manufacturer.

### 3.5.2 Connectors and Splices

Connectors and splices shall be mechanically and electrically secure under tension and shall be of the nonbolted compression type. The tensile strength of any splice shall be not less than the rated breaking strength of the conductor. Splice materials, sleeves, fittings, and connectors shall be noncorrosive and shall not adversely affect conductors. Aluminum-composition conductors shall be wire brushed and an oxide inhibitor applied before making a compression connection. Connectors which are factory-filled with an inhibitor are acceptable. Inhibitors and compression tools shall be of types recommended by the connector manufacturer. Primary line apparatus taps shall be by means of hot line clamps attached to compression type bail clamps (stirrups). Low-voltage connectors for copper conductors shall be of the solderless pressure type. Noninsulated connectors shall be smoothly taped to provide a waterproof insulation equivalent to the original insulation, when installed on insulated conductors. On overhead connections of aluminum and copper, the aluminum shall be installed above the copper.

### 3.6 TRANSFORMER INSTALLATION

Transformers shall be carefully installed so as not to scratch finishes or damage bushings. Transformers shall be installed in accordance with the manufacturer's instructions. After installation, surfaces shall be inspected and scratches shall be touched up with a finish provided by the transformer manufacturer for this purpose.

### 3.7 CONNECTIONS TO UTILITY LINES

The Contractor shall coordinate the work with the Contracting Officer and shall provide for final connections to the installation electric lines.

### 3.8 CONNECTIONS BETWEEN AERIAL AND UNDERGROUND SYSTEMS

Connections between aerial and underground systems shall be made as shown. Underground cables shall be extended up poles in conduit to cable terminations. Conduits shall be secured to poles by two-hole galvanized steel pipe straps spaced not more than 10 feet apart and with one support not more than 12 inches from any bend or termination. Cables shall be supported by devices separate from the conduit or guard, near their point of exit from the riser conduit or guard. Cables guards shall be secured in accordance with the manufacturers published procedure. Risers shall be equipped with bushings to protect cables. Capnut potheads shall be used to terminate medium-voltage multiple-conductor cable.

### 3.9 OMITTED

### 3.10 GROUNDING

Noncurrent-carrying metal parts of equipment and conductor assemblies, such as luminaires, medium-voltage cable terminations and messengers, metal poles, operating mechanisms of pole top switches, panel enclosures, transformers, capacitors, recloser frames (cases) and other noncurrent-carrying metal items shall be grounded. Additional grounding of equipment, neutral, and surge arrester grounding systems shall be installed at poles where indicated.

### 3.10.1 Grounding Electrodes

Grounding electrodes shall be installed as follows:

- a. Driven rod electrodes - Unless otherwise indicated, ground rods shall be located approximately 3 feet out from base of the pole and shall be driven into the earth until the tops of the rods are approximately 1 foot below finished grade. Multiple rods shall be evenly spaced at least 10 feet apart and connected together 2 feet below grade with a minimum No. 6 bare copper conductor.
- d. Ground Resistance - The maximum resistance of a driven ground rod shall not exceed 25 ohms under normally dry conditions. Whenever the required ground resistance is not met, provide additional electrodes interconnected with grounding conductors, to achieve the specified ground resistance. The additional electrodes will be up to three, 10 feet rods spaced a minimum of 10 feet apart. If the resultant resistance exceeds 25 ohms measured not less than 48 hours after rainfall, the Contracting Officer shall be notified immediately. Connections below grade shall be fusion welded. Connections above grade shall be fusion welded or shall use UL 467 approved connectors.

### 3.10.2 Grounding and Bonding Connections

Connections above grade shall be made by the fusion-welding process or with bolted solderless connectors in compliance with UL 467, and those below grade shall be made by a fusion-welding process. Where grounding conductors are connected to aluminum-composition conductors, specially treated or lined copper-to-aluminum connectors suitable for this purpose shall be used.

## 3.11 FIELD TESTING

### 3.11.1 General

Field testing shall be performed in the presence of the Contracting Officer. The Contractor shall notify the Contracting Officer 10 days prior to conducting tests. The Contractor shall furnish materials, labor, and equipment necessary to conduct field tests. The Contractor shall perform tests and inspections recommended by the manufacturer unless specifically waived by the Contracting Officer. The Contractor shall maintain a written record of tests which includes date, test performed, personnel involved, devices tested, serial number and name of test equipment, and test results.

Field reports will be signed and dated by the Contractor.

### 3.11.2 Safety

The Contractor shall provide and use safety devices such as rubber gloves, protective barriers, and danger signs to protect and warn personnel in the

test vicinity. The Contractor shall replace any devices or equipment which are damaged due to improper test procedures or handling.

#### 3.11.3 Ground-Resistance Tests

The resistance of each grounding electrode system shall be measured using the fall-of-potential method defined in IEEE Std 81. Ground resistance measurements shall be made before the electrical distribution system is energized and shall be made in normally dry conditions not less than 48 hours after the last rainfall. Resistance measurements of separate grounding electrode systems shall be made before the systems are bonded together below grade. The combined resistance of separate systems may be used to meet the required resistance, but the specified number of electrodes shall be provided.

#### 3.12 OMITTED

#### 3.13 ACCEPTANCE

Final acceptance of the facility will not be given until the Contractor has successfully completed all tests and after all defects in installation, material or operation have been corrected.

-- End of Section --

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SECTION 16375A

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  - 3.11.11 Omitted
  - 3.11.12 Omitted
  - 3.11.13 Operating Tests
- 3.12 OMITTED
- 3.13 OMITTED

-- End of Section Table of Contents --

SECTION 16375A

ELECTRICAL DISTRIBUTION SYSTEM, UNDERGROUND  
**02/02**

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C119.1	(1986; R 1997) Sealed Insulated Underground Connector Systems Rated 600 Volts
ANSI C57.12.21	(1995) Requirements for Pad-Mounted, Compartmental-Type, Self-Cooled, Single-Phase Distribution Transformers with High-Voltage Bushings; (High-Voltage, 34 500 Grd Y/19 920 Volts and Below; Low-Voltage, 240/120; 167 kVA and Smaller)
ANSI C57.12.26	(1993) Pad-Mounted Compartmental-Type, Self-Cooled, Three-Phase Distribution Transformers for Use with Separable Insulated High-Voltage Connectors, High-Voltage, 34 500 Grd Y/19 920 Volts and Below; 2500 kVA and Smaller
ANSI C80.1	(1995) Rigid Steel Conduit - Zinc Coated
ANSI O5.1	(1992) Specifications and Dimensions for Wood Poles

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 123/A 123M	(2001) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 153/A 153M	(2001) Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 48	(1994a1) Gray Iron Castings (Metric)
ASTM B 117	(1997) Operating Salt Spray (Fog) Apparatus
ASTM B 3	(1995) Soft or Annealed Copper Wire
ASTM B 8	(1999) Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
ASTM C 478	(1997) Precast Reinforced Concrete Manhole



Sections

ASTM C 478M	(1997) Precast Reinforced Concrete Manhole Sections (Metric)
ASTM D 1654	(1992) Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments
ASTM D 4059	(1996) Analysis of Polychlorinated Biphenyls in Insulating Liquids by Gas Chromatography
ASTM D 923	(1997) Sampling Electrical Insulating Liquids

ASSOCIATION OF EDISON ILLUMINATING COMPANIES (AEIC)

AEIC CS6	(1996) Ethylene Propylene Rubber Insulated Shielded Power Cables Rated 5 Through 69 kV
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INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE C2	(2002) National Electrical Safety Code
IEEE C57.12.00	(1993) Standard General Requirements for Liquid-Immersed Distribution, Power, and Regulating Transformers
IEEE C57.98	(1993) Guide for Transformer Impulse Tests \\$avail only as part of Distribution, Power, and Regulating Transformers Stds Collection
IEEE C62.1	(1989; R 1994) Surge Arresters for AC Power Circuits
IEEE C62.11	(1999) IEEE Standard Metal-Oxide Surge Arresters for AC Power Circuits
IEEE C62.2	(1987; R 1994) Guide for the Application of Gapped Silicon-Carbide Surge Arresters for Alternating Current Systems
IEEE Std 100	(1997) IEEE Standard Dictionary of Electrical and Electronics Terms
IEEE Std 386	(1995) Separable Insulated Connector Systems for Power Distribution Systems Above 600V
IEEE Std 404	(1993) Cable Joints for Use with Extruded Dielectric Cable Rated 5000 V Through 138 000 V and Cable Joints for Use with Laminated Dielectric Cable Rated 2500 V Through 500 000 V
IEEE Std 48	(1998) Standard Test Procedures and Requirements for Alternating-Current Cable

Terminations 2.5 kV through 765 kV

IEEE Std 592 (1990; R 1996) Exposed Semiconducting Shields on Premolded High Voltage Cable Joints and Separable Insulated Connectors

IEEE Std 81 (1983) Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System (Part 1)

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA FB 1 (1993) Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies

NEMA LA 1 (1992) Surge Arresters

NEMA TC 6 (1990) PVC and ABS Plastic Utilities Duct for Underground Installation

NEMA WC 7 (1988; Rev 3 1996) Cross-Linked-Thermosetting-Polyethylene-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy

NEMA WC 8 (1988; Rev 3 1996) Ethylene-Propylene-Rubber-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (2002) National Electrical Code

UNDERWRITERS LABORATORIES (UL)

UL 1072 (1995; Rev Mar 1998) Medium Voltage Power Cables

UL 1242 (1996; Rev Mar 1998) Intermediate Metal Conduit

UL 467 (1993; Rev thru Apr 1999) Grounding and Bonding Equipment

UL 486A (1997; Rev thru Dec 1998) Wire Connectors and Soldering Lugs for Use with Copper Conductors

UL 486B (1997; Rev Jun 1997) Wire Connectors for Use with Aluminum Conductors

UL 514A (1996; Rev Dec 1999) Metallic Outlet Boxes

UL 6 (1997) Rigid Metal Conduit

UL 651 (1995; Rev thru Oct 1998) Schedule 40 and

## 80 Rigid PVC Conduit

### 1.2 GENERAL REQUIREMENTS

#### 1.2.1 Terminology

Terminology used in this specification is as defined in IEEE Std 100.

### 1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

#### As-Built Drawings; G, RE

The as-built drawings shall be a record of the construction as installed. The drawings shall include the information shown on the contract drawings as well as deviations, modifications, and changes from the contract drawings, however minor. The as-built drawings shall be a full sized set of prints marked to reflect deviations, modifications, and changes. The as-built drawings shall be complete and show the location, size, dimensions, part identification, and other information. Additional sheets may be added. The as-built drawings shall be jointly inspected for accuracy and completeness by the Contractor's quality control representative and by the Contracting Officer prior to the submission of each monthly pay estimate. Upon completion of the work, the Contractor shall provide three full sized sets of the marked prints to the Contracting Officer for approval. If upon review, the as-built drawings are found to contain errors and/or omissions, they will be returned to the Contractor for correction.

The Contractor shall correct and return the as-built drawings to the Contracting Officer for approval within 10 calendar days from the time the drawings are returned to the Contractor.

#### SD-01 Data

##### Nameplates

Catalog cuts, brochures, circulars, specifications, product data, and printed information in sufficient detail and scope to verify compliance with the requirements of the contract documents.

##### Material and Equipment

A complete itemized listing of equipment and materials proposed for incorporation into the work. Each entry shall include an item number, the quantity of items proposed, and the name of the manufacturer of each such item.

##### General Installation Requirements

As a minimum, installation procedures for transformers, and medium-voltage cable terminations and splices.

Procedures shall include cable pulling plans, diagrams, instructions, and precautions required to install, adjust, calibrate, and test the devices and equipment.

#### SD-09 Reports

##### Factory Tests

Certified factory test reports shall be submitted when the manufacturer performs routine factory tests, including tests required by standards listed in paragraph REFERENCES.

##### Field Testing; G, RE

A proposed field test plan, 20 days prior to testing the installed system. No field test shall be performed until the test plan is approved. The test plan shall consist of complete field test procedures including tests to be performed, test equipment required, and tolerance limits.

##### Cable Installation; G, RE

Six copies of the information described below in 8-1/2 by 11 inch binders having a minimum of three rings from which material may readily be removed and replaced, including a separate section for each cable pull. Sections shall be separated by heavy plastic dividers with tabs, with all data sheets signed and dated by the person supervising the pull.

- a. Site layout drawing with cable pulls numerically identified.
- b. A list of equipment used, with calibration certifications. The manufacturer and quantity of lubricant used on pull.
- c. The cable manufacturer and type of cable.
- d. The dates of cable pulls, time of day, and ambient temperature.
- e. The length of cable pull and calculated cable pulling tensions.
- f. The actual cable pulling tensions encountered during pull.

#### SD-13 Certificates

##### Material and Equipment; G, RE

Where materials or equipment are specified to conform to the standards of the Underwriters Laboratories (UL) or to be constructed or tested, or both, in accordance with the standards of the American National Standards Institute (ANSI), the Institute of Electrical and Electronics Engineers (IEEE), or the National Electrical Manufacturers Association (NEMA), the Contractor shall submit proof that the items provided conform to such requirements.

The label of, or listing by, UL will be acceptable as evidence that the items conform. Either a certification or a published catalog specification data statement, to the effect that the item

is in accordance with the referenced ANSI or IEEE standard, will be acceptable as evidence that the item conforms. A similar certification or published catalog specification data statement to the effect that the item is in accordance with the referenced NEMA standard, by a company listed as a member company of NEMA, will be acceptable as evidence that the item conforms. In lieu of such certification or published data, the Contractor may submit a certificate from a recognized testing agency equipped and competent to perform such services, stating that the items have been tested and that they conform to the requirements listed, including methods of testing of the specified agencies. Compliance with above-named requirements does not relieve the Contractor from compliance with any other requirements of the specifications.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

Devices and equipment shall be visually inspected by the Contractor when received and prior to acceptance from conveyance. Stored items shall be protected from the environment in accordance with the manufacturer's published instructions. Damaged items shall be replaced. Oil filled transformers and switches shall be stored in accordance with the manufacturer's requirements. Wood poles held in storage for more than 2 weeks shall be stored in accordance with ANSI O5.1. Handling of wood poles shall be in accordance with ANSI O5.1, except that pointed tools capable of producing indentations more than 1 inch in depth shall not be used. Metal poles shall be handled and stored in accordance with the manufacturer's instructions.

#### 1.5 EXTRA MATERIALS

One additional spare fuse or fuse element for each furnished fuse or fuse element shall be delivered to the contracting officer when the electrical system is accepted. Two complete sets of all special tools required for maintenance shall be provided, complete with a suitable tool box. Special tools are those that only the manufacturer provides, for special purposes (to access compartments, or operate, adjust, or maintain special parts).

### PART 2 PRODUCTS

#### 2.1 STANDARD PRODUCT

Material and equipment shall be the standard product of a manufacturer regularly engaged in the manufacture of the product and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening. Items of the same classification shall be identical including equipment, assemblies, parts, and components.

#### 2.2 NAMEPLATES

##### 2.2.1 General

Each major component of this specification shall have the manufacturer's name, address, type or style, model or serial number, and catalog number on a nameplate securely attached to the equipment. Nameplates shall be made of noncorrosive metal. Equipment containing liquid dielectrics shall have the type of dielectric on the nameplate.

##### 2.2.2 Liquid-Filled Transformer Nameplates

Power transformers shall be provided with nameplate information in accordance with IEEE C57.12.00. Nameplates shall indicate the number of gallons and composition of liquid-dielectric, and shall be permanently marked with a statement that the transformer dielectric to be supplied is non-polychlorinated biphenyl. If transformer nameplate is not so marked, the Contractor shall furnish manufacturer's certification for each transformer that the dielectric is non-PCB classified, with less than 2 ppm PCB content in accordance with paragraph LIQUID DIELECTRICS. Certifications shall be related to serial numbers on transformer nameplates. Transformer dielectric exceeding the 2 ppm PCB content or transformers without certification will be considered as PCB insulated and will not be accepted.

## 2.3 CORROSION PROTECTION

### 2.3.1 Aluminum Materials

### 2.3.2 Ferrous Metal Materials

#### 2.3.2.1 Hardware

Ferrous metal hardware shall be hot-dip galvanized in accordance with ASTM A 153/A 153M and ASTM A 123/A 123M.

#### 2.3.2.2 Equipment

Equipment and component items, including but not limited to transformer stations and ferrous metal luminaries not hot-dip galvanized or porcelain enamel finished, shall be provided with corrosion-resistant finishes which shall withstand 120 hours of exposure to the salt spray test specified in ASTM B 117 without loss of paint or release of adhesion of the paint primer coat to the metal surface in excess of 1/16 inch from the test mark. The scribed test mark and test evaluation shall be in accordance with ASTM D 1654 with a rating of not less than 7 in accordance with TABLE 1, (procedure A). Cut edges or otherwise damaged surfaces of hot-dip galvanized sheet steel or mill galvanized sheet steel shall be coated with a zinc rich paint conforming to the manufacturer's standard.

## 2.4 CABLES

Cables shall be single conductor type unless otherwise indicated.

### 2.4.1 Medium-Voltage Cables

#### 2.4.1.1 General

Cable construction shall be Type MV, conforming to NFPA 70 and UL 1072. Cables shall be manufactured for use in duct applications.

#### 2.4.1.2 Ratings

Cables shall be rated for a circuit voltage of 15 kV.

#### 2.4.1.3 Conductor Material

Underground cables shall be soft drawn copper complying with ASTM B 3 and ASTM B 8 for regular concentric and compressed stranding.

#### 2.4.1.4 Insulation

Cable insulation shall be ethylene-propylene-rubber (EPR) insulation conforming to the requirements of NEMA WC 8 and AEIC CS6. A 133 percent insulation level shall be used on 5 kV, 15 kV and 25 kV rated cables.

#### 2.4.1.5 Omitted

#### 2.4.1.6 Neutrals

Neutral conductors shall be copper, employing the same insulation and jacket materials as phase conductors, except that a 600-volt insulation rating is acceptable.

#### 2.4.1.7 Jackets

Cables shall be provided with a PVC jacket.

#### 2.4.2 Low-Voltage Cables

Cables shall be rated 600 volts and shall conform to the requirements of NFPA 70, and must be UL listed for the application or meet the applicable section of either ICEA or NEMA standards.

##### 2.4.2.1 Conductor Material

Underground cables shall be annealed copper complying with ASTM B 3 and ASTM B 8. Intermixing of copper and aluminum conductors is not permitted.

##### 2.4.2.2 Insulation

Insulation must be in accordance with NFPA 70, and must be UL listed for the application or meet the applicable sections of either ICEA, or NEMA standards.

##### 2.4.2.3 Jackets

##### 2.4.2.4 Omitted

##### 2.4.2.5 In Duct

Cables shall be single-conductor cable, in accordance with NFPA 70.

#### 2.5 CABLE JOINTS, TERMINATIONS, AND CONNECTORS

##### 2.5.1 Medium-Voltage Cable Joints

Medium-voltage cable joints shall comply with IEEE Std 404 and IEEE Std 592.

Medium-voltage cable terminations shall comply with IEEE Std 48. Joints shall be the standard products of a manufacturer and shall be either of the factory preformed type or of the kit type containing tapes and other required parts. Joints shall have ratings not less than the ratings of the cables on which they are installed. Splice kits may be of the heat-shrinkable type for voltages up to 15 kV, of the premolded splice and connector type, the conventional taped type, or the resin pressure-filled overcast taped type for voltages up to 35 kV.

##### 2.5.2 Medium-Voltage Separable Insulated Connectors

Separable insulated connectors shall comply with IEEE Std 386 and IEEE Std 592 and shall be of suitable construction or standard splice kits shall be used.

### 2.5.3 Low-Voltage Cable Splices

Low-voltage cable splices and terminations shall be rated at not less than 600 Volts. Splices in conductors No. 10 AWG and smaller shall be made with an insulated, solderless, pressure type connector, conforming to the applicable requirements of UL 486A. Splices in conductors No. 8 AWG and larger shall be made with noninsulated, solderless, pressure type connector, conforming to the applicable requirements of UL 486A and UL 486B.

Splices shall then be covered with an insulation and jacket material equivalent to the conductor insulation and jacket. Splices below grade or in wet locations shall be sealed type conforming to ANSI C119.1 or shall be waterproofed by a sealant-filled, thick wall, heat shrinkable, thermosetting tubing or by pouring a thermosetting resin into a mold that surrounds the joined conductors.

### 2.5.4 Terminations

Terminations shall be in accordance with IEEE Std 48, Class 1 or Class 2; of the molded elastomer, wet-process porcelain, prestretched elastomer, heat-shrinkable elastomer, or taped type. Acceptable elastomers are track-resistant silicone rubber or track-resistant ethylene propylene compounds, such as ethylene propylene rubber or ethylene propylene diene monomer. Separable insulated connectors may be used for apparatus terminations, when such apparatus is provided with suitable bushings. Terminations shall be of the outdoor type, except that where installed inside outdoor equipment housings which are sealed against normal infiltration of moisture and outside air, indoor, Class 2 terminations are acceptable. Class 3 terminations are not acceptable. Terminations, where required, shall be provided with mounting brackets suitable for the intended installation and with grounding provisions for the cable shielding, metallic sheath, and armor.

#### 2.5.4.1 Factory Preformed Type

Molded elastomer, wet-process porcelain, prestretched, and heat-shrinkable terminations shall utilize factory preformed components to the maximum extent practicable rather than tape build-up. Terminations shall have basic impulse levels as required for the system voltage level.

#### 2.5.4.2 Omitted

## 2.6 CONDUIT AND DUCTS

### 2.6.1 Metallic Conduit

Intermediate metal conduit shall comply with UL 1242. Rigid galvanized steel conduit shall comply with UL 6 and ANSI C80.1. Metallic conduit fittings and outlets shall comply with UL 514A and NEMA FB 1.

### 2.6.2 Nonmetallic Ducts

#### 2.6.2.1 Omitted

#### 2.6.2.2 Concrete Encased Ducts



UL 651 Schedule 40 or NEMA TC 6 Type EB.

### 2.6.3 Conduit Sealing Compound

Compounds for sealing ducts and conduit shall have a putty-like consistency workable with the hands at temperatures as low as 35 degrees F, shall neither slump at a temperature of 300 degrees F, nor harden materially when exposed to the air. Compounds shall adhere to clean surfaces of fiber or plastic ducts; metallic conduits or conduit coatings; concrete, masonry, or lead; any cable sheaths, jackets, covers, or insulation materials; and the common metals. Compounds shall form a seal without dissolving, noticeably changing characteristics, or removing any of the ingredients. Compounds shall have no injurious effect upon the hands of workmen or upon materials.

## 2.7 MANHOLES, HANDHOLES, AND PULLBOXES

Manholes, handholes, and pullboxes shall be as indicated. Strength of manholes, handholes, and pullboxes and their frames and covers shall conform to the requirements of IEEE C2. Precast-concrete handholes shall have the required strength established by ASTM C 478, ASTM C 478M. Frames and covers shall be made of gray cast iron and a machine-finished seat shall be provided to ensure a matching joint between frame and cover. Cast iron shall comply with ASTM A 48, Class 30B, minimum. Handholes for low voltage cables installed in parking lots, sidewalks, and turfed areas shall be fabricated from an aggregate consisting of sand and with continuous woven glass strands having an overall compressive strength of at least 10,000 psi and a flexural strength of at least 5,000 psi. Pullbox and handhole covers in sidewalks, and turfed areas shall be of the same material as the box. Concrete pullboxes shall consist of precast reinforced concrete boxes, extensions, bases, and covers.

## 2.8 TRANSFORMERS

Transformers shall be of the outdoor type having the ratings and arrangements indicated. Medium-voltage ratings of cable terminations shall be 15 kV between phases for 133 percent insulation level.

### 2.8.1 Omitted

### 2.8.2 Pad-Mounted Transformers

Pad-mounted transformers shall comply with ANSI C57.12.26 and shall be of the radial type. Pad-mounted transformer stations shall be assembled and coordinated by one manufacturer and each transformer station shall be shipped as a complete unit so that field installation requirements are limited to mounting each unit on a concrete pad and connecting it to primary and secondary lines. Stainless steel pins and hinges shall be provided. Barriers shall be provided between high- and low-voltage compartments. High-voltage compartment doors shall be interlocked with low-voltage compartment doors to prevent access to any high-voltage section unless its associated low-voltage section door has first been opened. Compartments shall be sized to meet the specific dimensional requirements of ANSI C57.12.26. Pentahead locking bolts shall be provided with provisions for a padlock.

#### 2.8.2.1 High-Voltage Compartments

The high-voltage compartment shall be dead-front construction. Primary switching and protective devices shall include loadbreak switching,

oil-immersed, bayonet-type, overload fuse in series with a partial range current-limiting fuse, medium-voltage separable loadbreak connectors, universal bushing wells and inserts or integral one piece bushings and surge arresters. The switch shall be mounted inside transformer tank with switch operating handle located in high-voltage compartment and equipped with metal loop for hook stick operation. Fuses shall be interlocked with switches so that fuses can be removed only when the associated switch is in the "OPEN" position. Adjacent to medium-voltage cable connections, a nameplate or equivalent stencilled inscription shall be provided inscribed "DO NOT OPEN CABLE CONNECTORS UNLESS SWITCH IS OPEN." Surge arresters shall be fully insulated and configured to terminate on the same bushing as the primary cable by means of a loadbreak, feed-through bushing insert.

#### 2.8.2.2 Load-Break Switch

Radial-feed oil-immersed type rated at 15 kV, 95 kV BIL, with a continuous current rating and load-break rating of 200 ampere, and a make-and-latch rating of 10,000 rms amperes symmetrical. Locate the switch handle in the high-voltage compartment.

#### 2.8.2.3 Transformer Tank Sections

Transformers shall comply with IEEE C57.12.00, ANSI C57.12.21, and ANSI C57.12.26 and shall be of the mineral oil-insulated type. Transformers shall be suitable for outdoor use and shall have 2 separate windings per phase. Standard NEMA primary taps shall be provided. Where primary taps are not specified, 4, 2-1/2 percent rated kVA high-voltage taps shall be provided 2 above and 2 below below rated, primary voltage. Operating handles for primary tap changers for de-energized operation shall be located within high-voltage compartments, externally to transformer tanks. Adjacent to the tap changer operating handle, a nameplate or equivalent stencilled inscription shall be provided and inscribed "DO NOT OPERATE UNDER LOAD." Transformer ratings at 60 Hz shall be as noted on drawings:

#### 2.8.2.4 Low-Voltage Cable Compartments

Neutrals shall be provided with fully-insulated bushings. Clamp type cable terminations, suitable for copper conductors entering from below, shall be provided as necessary.

#### 2.8.2.5 Accessories

High-voltage warning signs shall be permanently attached to each side of transformer stations. Voltage warning signs shall comply with IEEE C2. Copper-faced steel or stainless steel ground connection pads shall be provided in both the high- and low-voltage compartments. Insulated-bushing-type parking stands shall be provided adjacent to each separable load-break elbow to provide for cable isolation during sectionalizing operations.

#### 2.8.3 Omitted

#### 2.8.4 Omitted

#### 2.8.5 Omitted

#### 2.8.6 Omitted

#### 2.9 OMITTED

#### 2.10 SURGE ARRESTERS

Surge arresters shall comply with NEMA LA 1, IEEE C62.1, IEEE C62.2, and IEEE C62.11 and shall be provided where indicated. Arresters shall be distribution class, rated as shown. Arresters for use at elevations in excess of 6000 feet above mean sea level shall be specifically rated for that purpose. Arresters shall be equipped with mounting brackets suitable for the indicated installations. Arresters shall be of the combination valve-metal-oxide varistor type.

## 2.11 GROUNDING AND BONDING

### 2.11.1 Driven Ground Rods

Ground rods shall be copper-clad steel conforming to UL 467 not less than 3/4 inch in diameter by 10 feet in length. Sectional type rods may be used.

### 2.11.2 Grounding Conductors

Grounding conductors shall be bare, except where installed in conduit with associated phase conductors. Insulated conductors shall be of the same material as phase conductors and green color-coded, except that conductors shall be rated no more than 600 volts. Bare conductors shall be ASTM B 8 soft-drawn unless otherwise indicated. Aluminum is not acceptable.

## 2.12 CONCRETE AND REINFORCEMENT

Concrete work shall have minimum 3000 psi compressive strength and conform to the requirements of Section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE.

### 2.13 OMITTED

### 2.14 OMITTED

## 2.15 LIQUID DIELECTRICS

Liquid dielectrics for transformers, capacitors, reclosers, and other liquid-filled electrical equipment shall be non-polychlorinated biphenyl (PCB) mineral-oil or less-flammable liquid as specified. Nonflammable fluids shall not be used. Tetrachloroethylene (perchloroethylene) and 1, 2, 4 trichlorobenzene fluids shall not be used. Liquid dielectrics in retrofitted equipment shall be certified by the manufacturer as having less than 2 parts per million (ppm) PCB content. In lieu of the manufacturer's certification, the Contractor may submit a test sample of the dielectric in accordance with ASTM D 923 and have tests performed per ASTM D 4059 at a testing facility approved by the Contracting Officer. Equipment with test results indicating PCB level exceeding 2 ppm shall be replaced.

## 2.16 FACTORY TESTS

Factory tests shall be performed, as follows, in accordance with the applicable publications and with other requirements of these specifications.

- a. Transformers: Manufacturer's standard routine tests in accordance with IEEE C57.12.00.
- b. Transformers rated 200 kVA and above: Reduced full-wave, chopped-wave, and full-wave impulse test on each line and neutral terminal, in accordance with IEEE C57.98.

### 2.17 OMITTED

2.18 OMITTED

PART 3 EXECUTION

3.1 GENERAL INSTALLATION REQUIREMENTS

Equipment and devices shall be installed and energized in accordance with the manufacturer's published instructions. Concrete work shall have minimum 3000 psi compressive strength and conform to the requirements of Section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE.

3.1.1 Conformance to Codes

The installation shall comply with the requirements and recommendations of NFPA 70 and IEEE C2 as applicable.

3.1.2 Verification of Dimensions

The Contractor shall become familiar with details of the work, shall verify dimensions in the field, and shall advise the Contracting Officer of any discrepancy before performing any work.

3.1.3 Disposal of Liquid Dielectrics

PCB-contaminated dielectrics must be marked as PCB and transported to and incinerated by an approved EPA waste disposal facility. The Contractor shall furnish certification of proper disposal. Contaminated dielectrics shall not be diluted to lower the contamination level.

3.2 CABLE INSTALLATION

The Contractor shall obtain from the manufacturer an installation manual or set of instructions which addresses such aspects as cable construction, insulation type, cable diameter, bending radius, cable temperature, lubricants, coefficient of friction, conduit cleaning, storage procedures, moisture seals, testing for and purging moisture, etc. The Contractor shall then perform pulling calculations and prepare a pulling plan which shall be submitted along with the manufacturers instructions in accordance with SUBMITTALS.

3.2.1 Cable Installation Plan and Procedure

Cable shall be installed strictly in accordance with the cable manufacturer's recommendations. Each circuit shall be identified by means of a fiber, laminated plastic, or non-ferrous metal tags, or approved equal, in each manhole, handhole, junction box, and each terminal. Each tag shall contain the following information; cable type, conductor size, circuit number, circuit voltage, cable destination and phase identification.

3.2.1.1 Cable Inspection

The cable reel shall be inspected for correct storage positions, signs of physical damage, and broken end seals. If end seal is broken, moisture shall be removed from cable in accordance with the cable manufacturer's recommendations.

3.2.1.2 Duct Cleaning

Duct shall be cleaned with an assembly that consists of a flexible mandrel

(manufacturers standard product in lengths recommended for the specific size and type of duct) that is 1/4 inch less than inside diameter of duct, 2 wire brushes, and a rag. The cleaning assembly shall be pulled through conduit a minimum of 2 times or until less than a volume of 8 cubic inches of debris is expelled from the duct.

#### 3.2.1.3 Duct Lubrication

The cable lubricant shall be compatible with the cable jacket for cable that is being installed. Application of lubricant shall be in accordance with lubricant manufacturer's recommendations.

#### 3.2.1.4 Cable Installation

The Contractor shall provide a cable feeding truck and a cable pulling winch as required. The Contractor shall provide a pulling grip or pulling eye in accordance with cable manufacturer's recommendations. The pulling grip or pulling eye apparatus shall be attached to polypropylene or manilla rope followed by lubricant front end packs and then by power cables. A dynamometer shall be used to monitor pulling tension. Pulling tension shall not exceed cable manufacturer's recommendations. The Contractor shall not allow cables to cross over while cables are being fed into duct. For cable installation in cold weather, cables shall be kept at 50 degrees F temperature for at least 24 hours before installation.

#### 3.2.1.5 Cable Installation Plan

The Contractor shall submit a cable installation plan for all cable pulls in accordance with the detail drawings portion of paragraph SUBMITTALS. Cable installation plan shall include:

- a. Site layout drawing with cable pulls identified in numeric order of expected pulling sequence and direction of cable pull.
- b. List of cable installation equipment.
- c. Lubricant manufacturer's application instructions.
- d. Procedure for resealing cable ends to prevent moisture from entering cable.
- e. Cable pulling tension calculations of all cable pulls.
- f. Cable percentage conduit fill.
- g. Cable sidewall thrust pressure.
- h. Cable minimum bend radius and minimum diameter of pulling wheels used.
- i. Cable jam ratio.
- j. Maximum allowable pulling tension on each different type and size of conductor.
- k. Maximum allowable pulling tension on pulling device.

#### 3.2.2 Duct Line

Cables shall be installed in duct lines where indicated. Cable splices in low-voltage cables shall be made in handholes only, except as otherwise noted. Cable joints in medium-voltage cables shall be made in handholes or approved pullboxes only. Neutral and grounding conductors shall be installed in the same duct with their associated phase conductors.

3.2.3 Omitted

3.2.4 Omitted

### 3.2.5 Electric Handholes

Cables shall be routed around the interior walls and securely supported from walls on cables racks. Cable routing shall minimize cable crossover, provide access space for maintenance and installation of additional cables, and maintain cable separation in accordance with IEEE C2.

## 3.3 CABLE JOINTS

Medium-voltage cable joints shall be made by qualified cable splicers only. Qualifications of cable splicers shall be submitted in accordance with paragraph SUBMITTALS. Shields shall be applied as required to continue the shielding system through each entire cable joint. Shields may be integrally molded parts of preformed joints. Shields shall be grounded at each joint or in accordance with manufacturer's recommended practice. Cable joints shall provide insulation and jacket equivalent to that of the associated cable.

## 3.4 OMITTED

## 3.5 DUCT LINES

### 3.5.1 Requirements

Numbers and sizes of ducts shall be as indicated. Duct lines shall be laid with a minimum slope of 4 inches per 100 feet. Depending on the contour of the finished grade, the high-point may be at a terminal, a handhole, or between handholes. Short-radius manufactured 90-degree duct bends may be used only for pole or equipment risers, unless specifically indicated as acceptable. The minimum manufactured bend radius shall be 18 inches for ducts of less than 3 inch diameter, and 36 inches for ducts 3 inches or greater in diameter. Otherwise, long sweep bends having a minimum radius of 25 feet shall be used for a change of direction of more than 5 degrees, either horizontally or vertically. Both curved and straight sections may be used to form long sweep bends, but the maximum curve used shall be 30 degrees and manufactured bends shall be used. Ducts shall be provided with end bells whenever duct lines terminate in handholes.

### 3.5.2 Treatment

Ducts shall be kept clean of concrete, dirt, or foreign substances during construction. Field cuts requiring tapers shall be made with proper tools and match factory tapers. A coupling recommended by the duct manufacturer shall be used whenever an existing duct is connected to a duct of different material or shape. Ducts shall be stored to avoid warping and deterioration with ends sufficiently plugged to prevent entry of any water or solid substances. Ducts shall be thoroughly cleaned before being laid. Plastic ducts shall be stored on a flat surface and protected from the direct rays of the sun.

### 3.5.3 Concrete Encasement

Ducts requiring concrete encasements shall comply with NFPA 70, except that electrical duct bank configurations for ducts 6 inches in diameter shall be determined by calculation and as shown on the drawings. The separation between adjacent electric power and communication ducts shall conform to IEEE C2. Duct line encasements shall be monolithic construction. Where a connection is made to a previously poured encasement, the new encasement shall be well bonded or doweled to the existing encasement. The Contractor shall submit proposed bonding method for approval in accordance with the detail drawing portion of paragraph SUBMITTALS. At any point, except railroad and airfield crossings, tops of concrete encasements shall be not less than the cover requirements listed in NFPA 70. At railroad and airfield crossings, duct lines shall be encased with concrete and reinforced as indicated to withstand specified surface loadings. Tops of concrete encasements shall be not less than 5 feet below tops of rails or airfield paving unless otherwise indicated. Where ducts are jacked under existing pavement, rigid steel conduit will be installed because of its strength. To protect the corrosion-resistant conduit coating, predrilling or installing conduit inside a larger iron pipe sleeve (jack-and-sleeve) is required. For crossings of existing railroads and airfield pavements greater than 50 feet in length, the predrilling method or the jack-and-sleeve method will be used. Separators or spacing blocks shall be made of steel, concrete, plastic, or a combination of these materials placed not farther apart than 4 feet on centers. Ducts shall be securely anchored to prevent movement during the placement of concrete and joints shall be staggered at least 6 inches vertically.

### 3.5.4 Omitted

### 3.5.5 Installation of Couplings

Joints in each type of duct shall be made up in accordance with the manufacturer's recommendations for the particular type of duct and coupling selected and as approved.

#### 3.5.5.1 Omitted

#### 3.5.5.2 Plastic Duct

Duct joints shall be made by brushing a plastic solvent cement on insides of plastic coupling fittings and on outsides of duct ends. Each duct and fitting shall then be slipped together with a quick 1/4-turn twist to set the joint tightly.

### 3.5.6 Duct Line Markers

Duct line markers shall be provided at the ends of long duct line stubouts or for other ducts whose locations are indeterminate because of duct curvature or terminations at completely below-grade structures. In addition to markers, a 5 mil brightly colored plastic tape, not less than 3 inches in width and suitably inscribed at not more than 10 feet on centers with a continuous metallic backing and a corrosion-resistant 1 mil metallic foil core to permit easy location of the duct line, shall be placed approximately 12 inches below finished grade levels of such lines.

## 3.6 HANDHOLES AND PULLBOXES

### 3.6.1 Omitted

3.6.2 Omitted

3.6.3 Omitted

### 3.6.4 Handholes

Handholes shall be located approximately as shown. Handholes shall be of the type noted on the drawings and shall be constructed in accordance with the details shown.

### 3.6.5 Pullboxes

Pullbox tops shall be flush with sidewalks or curbs or placed 1/2 inch above surrounding grades when remote from curbed roadways or sidewalks. Covers shall be marked "Low-Voltage" and provided with 2 lifting eyes and 2 hold-down bolts. Each box shall have a suitable opening for a ground rod. Conduit, cable, ground rod entrances, and unused openings shall be sealed with mortar.

### 3.6.6 Ground Rods

A ground rod shall be installed at the handholes and pullboxes. Ground rods shall be driven into the earth so that approximately 4 inches of the ground rod will extend above the floor. When precast concrete handholes are used, the top of the ground rod may be below the handhole floor and a No. 1/0 AWG ground conductor brought into the handhole through a watertight sleeve in the handhole wall.

## 3.7 PAD-MOUNTED EQUIPMENT INSTALLATION

Pad-mounted equipment, shall be installed on concrete pads in accordance with the manufacturer's published, standard installation drawings and procedures, except that they shall be modified to meet the requirements of this document. Units shall be installed so that they do not damage equipment or scratch painted or coated surfaces. After installation, surfaces shall be inspected and scratches touched up with a paint or coating provided by the manufacturer especially for this purpose.

### 3.7.1 Concrete Pads

#### 3.7.1.1 Construction

Concrete pads for pad-mounted electrical equipment shall be poured-in-place. Pads shall be constructed as indicated, except that exact pad dimensions and mounting details are equipment specific and are the responsibility of the Contractor. Tops of concrete pads shall be level and shall project 4 inches above finished paving or grade and sloped to drain. Edges of concrete pads shall have 3/4 inch chamfer. Conduits for primary, secondary, and grounding conductors shall be set in place prior to placement of concrete pads. Where grounding electrode conductors are installed through concrete pads, PVC conduit sleeves shall be installed through the concrete to provide physical protection. To facilitate cable installation and termination, the concrete pad shall be provided with a rectangular hole below the primary and secondary compartments, sized in accordance with the manufacturer's recommended dimensions. Upon completion of equipment installation the rectangular hole shall be filled with masonry grout.

#### 3.7.1.2 Concrete and Reinforcement



Concrete work shall have minimum 3000 psi compressive strength and conform to the requirements of Section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE.

#### 3.7.1.3 Sealing

When the installation is complete, the Contractor shall seal all conduit and other entries into the equipment enclosure with an approved sealing compound. Seals shall be of sufficient strength and durability to protect all energized live parts of the equipment from rodents, insects, or other foreign matter.

#### 3.7.2 Padlocks

Padlocks shall be provided for pad-mounted equipment. Padlocks shall be keyed as directed by the Contracting Officer.

### 3.8 CONNECTIONS BETWEEN AERIAL AND UNDERGROUND SYSTEMS

Connections between aerial and underground systems shall be made as shown. Underground cables shall be extended up poles in conduit to cable terminations. Conduits shall be secured to the poles by 2-hole galvanized steel pipe straps spaced not more than 10 feet apart and with 1 strap not more than 12 inches from any bend or termination. Cable guards shall be secured to poles in accordance with the manufacturer's published procedures. Conduits shall be equipped with bushings to protect cables and minimize water entry. Capnut potheads shall be used to terminate medium-voltage multiple-conductor cable. Cables shall be supported by devices separate from the conduit or guard, near their point of exit from the conduit or guard.

#### 3.8.1 Pole Installation

#### 3.9 OMITTED

#### 3.10 GROUNDING

A ground ring consisting of the indicated configuration of bare copper conductors and driven ground rods shall be installed around pad-mounted equipment as shown. At least 2 connections shall be provided from a transformer, to the ground mat. Metallic frames and covers of handholes and pull boxes shall be grounded by use of a braided, copper ground strap with equivalent ampacity of No. 6 AWG.

##### 3.10.1 Grounding Electrodes

Grounding electrodes shall be installed as shown on the drawings and as follows:

- a. Driven rod electrodes - Unless otherwise indicated, ground rods shall be driven into the earth until the tops of the rods are approximately 1 foot below finished grade.
- b. Ground ring - A ground ring shall be installed as shown consisting of bare copper conductors installed 18 inches, plus or minus 3 inches, below finished top of soil grade. Ground ring conductors shall be sized as shown.
- d. Additional electrodes - When the required ground resistance is not met, additional electrodes shall be provided interconnected with

grounding conductors to achieve the specified ground resistance. The additional electrodes will be up to three, 10 feet rods spaced a minimum of 10 feet apart. If the resultant resistance exceeds 25 ohms measured not less than 48 hours after rainfall, the Contracting Officer shall be notified immediately.

### 3.10.2 Grounding and Bonding Connections

Connections above grade shall be made by the fusion-welding process or with bolted solderless connectors, in compliance with UL 467, and those below grade shall be made by a fusion-welding process.

### 3.10.3 Grounding and Bonding Conductors

Grounding and bonding conductors include conductors used to bond transformer enclosures and equipment frames to the grounding electrode system. Grounding and bonding conductors shall be sized as shown, and located to provide maximum physical protection. Bends greater than 45 degrees in ground conductors are not permitted. Routing of ground conductors through concrete shall be avoided. When concrete penetration is necessary, nonmetallic conduit shall be cast flush with the points of concrete entrance and exit so as to provide an opening for the ground conductor, and the opening shall be sealed with a suitable compound after installation.

### 3.10.4 Surge Arrester Grounding

Surge arresters and neutrals shall be bonded directly to the transformer enclosure and then to the grounding electrode system with a bare copper conductor, sized as shown. Lead lengths shall be kept as short as practicable with no kinks or sharp bends.

### 3.10.5 Handhole or Grounding

Ground rods installed in handholes shall be connected to cable racks, cable-pulling irons, the cable shielding, and metallic sheath, at each cable joint or splice by means of a No. 4 AWG braided tinned copper wire. Connections to metallic cable sheaths shall be by means of tinned terminals soldered to ground wires and to cable sheaths. Care shall be taken in soldering not to damage metallic cable sheaths or shields. Ground rods shall be protected with a double wrapping of pressure-sensitive plastic tape for a distance of 2 inches above and 6 inches below concrete penetrations. Grounding electrode conductors shall be neatly and firmly attached to handhole walls and the amount of exposed bare wire shall be held to a minimum.

### 3.10.6 Omitted

### 3.10.7 Riser Pole Grounding

A single continuous vertical grounding electrode conductor shall be installed on each riser pole and connected directly to the grounding electrodes indicated on the drawings or required by these specifications. All equipment, neutrals, surge arresters, and items required to be grounded shall be connected directly to this vertical conductor. The grounding electrode conductor shall be sized as shown. Grounding electrode conductors shall be stapled to wood poles at intervals not exceeding 2 feet.

## 3.11 FIELD TESTING

### 3.11.1 General

Field testing shall be performed in the presence of the Contracting Officer. The Contractor shall notify the Contracting Officer 10 days prior to conducting tests. The Contractor shall furnish all materials, labor, and equipment necessary to conduct field tests. The Contractor shall perform all tests and inspections recommended by the manufacturer unless specifically waived by the Contracting Officer. The Contractor shall maintain a written record of all tests which includes date, test performed, personnel involved, devices tested, serial number and name of test equipment, and test results. Field test reports shall be signed and dated by the Contractor.

### 3.11.2 Safety

The Contractor shall provide and use safety devices such as rubber gloves, protective barriers, and danger signs to protect and warn personnel in the test vicinity. The Contractor shall replace any devices or equipment which are damaged due to improper test procedures or handling.

### 3.11.3 Ground-Resistance Tests

The resistance of each grounding electrode system shall be measured using the fall-of-potential method defined in IEEE Std 81. Ground resistance measurements shall be made before the electrical distribution system is energized and shall be made in normally dry conditions not less than 48 hours after the last rainfall. Resistance measurements of separate grounding electrode systems shall be made before the systems are bonded together below grade. The combined resistance of separate systems may be used to meet the required resistance, but the specified number of electrodes must still be provided.

- a. Single rod electrode - 25 ohms.

### 3.11.4 Omitted

### 3.11.5 Medium-Voltage Cable Test

After installation and before the operating test or connection to an existing system, the medium-voltage cable system shall be given a high potential test. Direct-current voltage shall be applied on each phase conductor of the system by connecting conductors as one terminal and connecting grounds or metallic shieldings or sheaths of the cable as the other terminal for each test. Prior to making the test, the cables shall be isolated by opening applicable protective devices and disconnecting equipment. The test shall be conducted with all splices, connectors, and terminations in place. The method, voltage, length of time, and other characteristics of the test for initial installation shall be in accordance with NEMA WC 7 or NEMA WC 8 for the particular type of cable installed. Should any cable fail due to a weakness of conductor insulation or due to defects or injuries incidental to the installation or because of improper installation of cable, cable joints, terminations, or other connections, the Contractor shall make necessary repairs or replace cables as directed. Repaired or replaced cables shall be retested.

### 3.11.6 Low-Voltage Cable Test

Low-voltage cable, complete with splices, shall be tested for insulation

resistance after the cables are installed, in their final configuration, ready for connection to the equipment, and prior to energization. The test voltage shall be 500 volts dc, applied for one minute between each conductor and ground and between all possible combinations conductors in the same trench, duct, or cable, with all other conductors in the same trench, duct, or conduit. The minimum value of insulation shall be:

$R \text{ in megohms} = (\text{rated voltage in kV} + 1) \times 1000 / (\text{length of cable in feet})$

Each cable failing this test shall be repaired or replaced. The repaired cable shall be retested until failures have been eliminated.

- 3.11.7 Omitted
- 3.11.8 Omitted
- 3.11.9 Omitted
- 3.11.10 Omitted
- 3.11.11 Omitted
- 3.11.12 Omitted

#### 3.11.13 Operating Tests

After the installation is completed, and at such times as the Contracting Officer may direct, the Contractor shall conduct operating tests for approval. The equipment shall be demonstrated to operate in accordance with the requirements herein. An operating test report shall be submitted in accordance with paragraph SUBMITTALS.

- 3.12 OMITTED
- 3.13 OMITTED

-- End of Section --

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SECTION 16526A

AIRFIELD AND HELIPORT LIGHTING AND VISUAL NAVIGATION AIDS  
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PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C119.1 (1986; R 1997) Sealed Insulated  
Underground Connector Systems Rated 600  
Volts

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 123/A 123M (2001) Zinc (Hot-Dip Galvanized) Coatings  
on Iron and Steel Products

ASTM A 153/A 153M (2001) Zinc Coating (Hot-Dip) on Iron and  
Steel Hardware

ASTM A 780 (2000) Repair of Damaged and Uncoated  
areas of Hot-Dipped Galvanized Coatings

ASTM B 117 (1997) Operating Salt Spray (Fog) Apparatus

ASTM D 709 (2000) Laminated Thermosetting Materials

ASTM D 1654 (1992) Evaluation of Painted or Coated  
Specimens Subjected to Corrosive  
Environments

FACTORY MUTUAL ENGINEERING AND RESEARCH (FM)

FM P7825a (1998) Approval Guide Fire Protection

FM P7825b (1998) Approval Guide Electrical Equipment

U.S. FEDERAL AVIATION ADMINISTRATION (FAA)

FAA AC 150/5345-7 (Rev D; Change 1) L-824 Underground  
Electrical Cable for Airport Lighting  
Circuits

FAA AC 150/5345-26 (Rev B; Changes 1 & 2) L-823 Plug and  
Receptacle, Cable Connectors

FAA AC 150/5345-28 (Rev D) Precision Approach Path Indicator  
(PAPI) Systems



FAA AC 150/5345-42	(Rev C; Change 1) Airport Light Bases, Transformer Houses, Junction Boxes and Accessories
FAA AC 150/5345-43	(Rev E) Obstruction Lighting Equipment
FAA AC 150/5345-47	(Rev A) Isolation Transformers for Airport Lighting Systems
FAA AC 150/5370-10	(Rev A; Changes 1 thru 11) Specifying Construction of Airports
FAA C-6046	(1978) Frangible Coupling Type I and Type 1A, Details
FAA E-982	(Rev H; Notice 1) PAR-56 Lampholder
FAA E-2702	(1979) (REV A) Low Impact Resistant Structures

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE C2	(2002) National Electrical Safety Code
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NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA RN 1	(1998) Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit
NEMA WC 8	(1988; Rev 3 1996) Ethylene-Propylene-Rubber-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70	(2002) National Electrical Code
---------	---------------------------------

U.S. DEPARTMENT OF AGRICULTURE (USDA)

REA Bulletin 1753F-205 (PE-39)	(1993) Filled Telephone Cables
--------------------------------	--------------------------------

THE SOCIETY FOR PROTECTIVE COATINGS (SSPC)

SSPC Paint 20	(1991) Zinc-Rich Primers (Type I - "Inorganic" and Type II - "Organic")
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UNDERWRITERS LABORATORIES (UL)

UL 1	(2000) Flexible Metal Conduit
UL 6	(1997) Rigid Metal Conduit
UL 360	(1996; Rev thru Oct 1997) Liquid-Tight Flexible Steel Conduit
UL 486A	(1997; Rev thru Dec 1998) Wire Connectors and Soldering Lugs for Use with Copper

Conductors

UL 510	(1994; Rev thru Apr 1998) Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape
UL 514A	(1996; Rev Dec 1999) Metallic Outlet Boxes
UL 797	(1993; Rev thru Mar 1997) Electrical Metallic Tubing
UL 1242	(1996; Rev Mar 1998) Intermediate Metal Conduit
UL Elec Const Dir	(1999) Electrical Construction Equipment Directory

1.2 GENERAL REQUIREMENTS

Items of the same classification shall be identical including equipment, assemblies, parts, and components.

1.2.1 Code Compliance

The installation shall comply with the requirements and recommendations of NFPA 70 and IEEE C2 and local codes where required.

1.2.2 Standard Product

Material and equipment shall be a standard product of a manufacturer regularly engaged in the manufacture of the product and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening.

1.2.3 Prevention of Corrosion

1.2.3.1 Metallic Materials

Metallic materials shall be protected against corrosion as specified. Aluminum shall not be used in contact with earth or concrete.

1.2.3.2 Ferrous Metal Hardware

Ferrous metal hardware shall be hot-dip galvanized in accordance with ASTM A 123/A 123M and ASTM A 153/A 153M.

1.2.3.3 Luminaires Fabricated from Ferrous Metals

Luminaires fabricated from ferrous metals, unless hot-dip galvanized or of porcelain enamel finish shall be factory finished with a weather-resistant finish in accordance with paragraphs FACTORY COATING and FINISHING, except exposure shall be 200 hours. Finish color shall be the manufacturer's standard, unless otherwise indicated.

1.2.4 Unusual Service Conditions

Items furnished under this section shall be specifically suitable for the following unusual service conditions:

1.2.4.1 Omitted

1.2.4.2 Other

Material or equipment to be installed; in handholes or in light bases, shall be suitable for submerged operation.

1.2.5 Verification of Dimensions

The Contractor shall become familiar with details of the work, verify dimensions in the field, and advise the Contracting Officer of any discrepancy before performing any work.

1.3 SYSTEM DESCRIPTION

The airfield lighting and visual navigation aids shall consist of airfield lighting, airfield marking, obstruction lighting and marking, beacon approach lights, runway lights and the lighting power supply and control.

1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-04 Drawings

Lighting and Navigation Aids; G, RE

Coordination drawings consisting of composite drawings showing coordination of work of one trade with that of other trades and with the structural and architectural elements of the work. Drawings shall be in sufficient detail to show overall dimensions of related items, clearances, and relative locations of work in allotted spaces. Drawings shall indicate where conflicts or clearance problems exist between the various trades.

As-Built Drawings; G, RE

Drawings that provide current factual information including deviations from, and amendments to the drawings and changes in the work, concealed and visible, shall be provided as instructed. The as-built drawings shall show installations with respect to fixed installations not associated with the systems specified herein. Cable and wire shall be accurately identified as to direct-burial or in conduit and shall locate the connection and routing to and away from bases, housings, and boxes.

SD-01 Data

Materials and Equipment; G, RE

A complete itemized listing of equipment and materials proposed for incorporation into the work. Each itemization shall include an item number, the quantity of items proposed, and the name of the manufacturer. Data composed of catalog cuts, brochures, circulars, specifications and product data, and printed

information in sufficient detail and scope to verify compliance with requirements of the contract documents.

#### Protection Plan; G, RE

Detailed procedures to prevent damage to existing facilities or infrastructures. If damage does occur, the procedures shall address repair and replacement of damaged property at the Contractor's expense.

#### Special Tools

List of special tools and test equipment required for maintenance and testing of the products supplied by the Contractor.

#### Parts

A list of parts and components for the system by manufacturer's name, part number, nomenclature, and stock level required for maintenance and repair necessary to ensure continued operation with minimal delays.

#### Repair Requirements

Instructions necessary to check out, troubleshoot, repair, and replace components of the systems, including integrated electrical and mechanical schematics and diagrams and diagnostic techniques necessary to enable operation and troubleshooting after acceptance of the system shall be provided.

### SD-09 Reports

#### Field Quality Control; G, RE

Upon completion and testing of the installed system, performance test reports are required in booklet form showing all field tests performed to adjust each component and all field tests performed to provide compliance with the specified performance criteria. Each test shall indicate the final position of controls.

Field test reports shall be written, signed and provided as each circuit or installation item is completed. Field tests shall include resistance-to-ground and resistance between conductors, and continuity measurements for each circuit. For each series circuit the input voltage and output current of the constant current regulator at each intensity shall be measured. For multiple circuits the input and output voltage of the transformer for each intensity setting shall be measured. A visual inspection of the lights operation, or of the markings appearance, or of the installation of fixtures or units installed shall be reported.

#### Inspection; G, RE

Inspection reports shall be prepared and provided as each stage of installation is completed. These reports shall identify the activity by contract number, location, quantity of material placed, and compliance with requirements.

### SD-13 Certificates

## Welding

Certifications, when specified or required, including Certification of the Qualifications of Medium-Voltage Cable Installers, Certified Factory and Field Test Reports, and Certificates of Compliance submitted in lieu of other proofs of compliance with these contract provisions. A certification that contains the names and the qualifications of persons recommended to perform the splicing and termination of medium-voltage cables approved for installation under this contract shall be included. The certification shall indicate that any person recommended to perform actual splicing and termination has been adequately trained in the proper techniques and has had at least 3 recent years of experience in splicing and terminating the same or similar types of cables approved for installation. Any person recommended by the Contractor may be required to perform a dummy or practice splice and termination, in the presence of the Contracting Officer, before being approved as a qualified installer of medium-voltage cables. If that additional requirement is imposed, the Contractor shall provide short sections of the approved types of cables with the approved type of splice and termination kits, and detailed manufacturer's instruction for the proper splicing and termination of the approved cable types. The certification shall be prepared in conformance with paragraph CERTIFICATES OF COMPLIANCE in the SPECIAL CONTRACT REQUIREMENTS, and shall be accompanied by satisfactory proof of the training and experience of persons recommended by the Contractor as cable installers.

## Materials and Equipment

When equipment or materials are specified to conform to the standards or publications and requirements of AASHTO, ANSI, ASTM, AEIC, FM, IEEE, IES, NEMA, NFPA, or UL, or to an FAA, FS, or MS, proof that the items furnished under this section of the specifications conform to the specified requirements shall be included. The label or listing in UL Elec Const Dir or in FM P7825a, FM P7825b or the manufacturer's certification or published catalog specification data statement that the items comply with applicable specifications, standards, or publications and with the manufacturer's standards will be acceptable evidence of such compliance. Certificates shall be prepared by the manufacturer when the manufacturer's published data or drawings do not indicate conformance with other requirements of these specifications.

## SD-19 Operation and Maintenance Manuals

### Equipment; G, RE

Six copies of operation and six copies of maintenance manuals for the equipment furnished. One complete set shall be furnished prior to performance testing and the remainder shall be furnished upon acceptance. Operating manuals shall detail the step-by-step procedures required for system startup, operation, and shutdown. Operating manuals shall include the manufacturer's name, model number, parts list, and brief description of all equipment and their basic operating features. Maintenance manuals shall list routine maintenance procedures, possible breakdowns and repairs,

and troubleshooting guides. Maintenance manuals shall include conduit and equipment layout and simplified wiring and control diagrams of the system as installed.

## PART 2 PRODUCTS

### 2.1 MATERIALS

Equipment and materials shall be new unless indicated or specified otherwise. Materials and equipment shall be labelled when approved by Underwriters Laboratories (UL) or Factory Mutual (FM) System. Askarel and insulating liquids containing polychlorinated biphenyls (PCB's) will not be allowed in any equipment. Equipment installed below grade in vaults, manholes, and handholes shall be the submersible type.

#### 2.1.1 Electrical Tape

Electrical tape shall be UL 510 plastic insulating tape.

#### 2.1.2 Nameplates

Each major component of equipment shall have as a minimum the manufacturer's name, address, and catalog or style number on a nameplate securely attached to the item of equipment. Laminated plastic nameplates shall be provided for equipment, controls, and devices to identify function, and where applicable, position. Nameplates shall be 1/8 inch thick laminated cellulose paper base phenolic resin plastic conforming to ASTM D 709 sheet type, grade ES-3, white with black center core. Surface shall be a matte finish with square corners. Lettering shall be engraved into the black core. Size of nameplates shall be 1 by 2-1/2 inches minimum with minimum 1/4 inch high normal block lettering. Nameplates provided as indicated. Nameplates shall be fastened to the device with a minimum of two sheet metal screws or two rivets.

#### 2.1.3 Conduit, Conduit Fittings, and Boxes

##### 2.1.3.1 Rigid Steel or Intermediate Metal Conduit (IMC) and Fittings

The metal conduit and fittings shall be UL 6 and UL 1242, respectively, coated with a polyvinylchloride (PVC) sheath bonded to the galvanized exterior surface, nominal 40 mils thick, conforming to NEMA RN 1.

##### 2.1.3.2 Flexible Metal Conduit

Flexible metal conduit shall be UL 1, zinc-coated steel. UL 360 liquid-tight flexible metal conduit shall be used in wet locations.

##### 2.1.3.3 Outlet Boxes for Use with Steel Conduit, Rigid or Flexible

These outlet boxes shall be UL 514A, cast metal with gasket closures.

##### 2.1.3.4 Plastic Duct for Concrete Encased Burial

These ducts shall be provided as specified in Section 16375, ELECTRICAL DISTRIBUTION SYSTEM, UNDERGROUND.

##### 2.1.3.5 Omitted

##### 2.1.3.6 Frangible Couplings and Adapters

These frangible couplings shall be in accordance with FAA C-6046. Upper section of frangible coupling shall be provided with one of the following:

- a. Unthreaded for slip-fitter connections.
- b. 2-13/32 inch 16N-1A modified thread for nut and compression ring to secure 2 inch EMT.
- c. 2 inch 11-1/2-N.P.T. (tapered) with 7/32 inch nominal wall thickness to accept rigid conduit coupling.
- d. Frangible Couplings for specialized applications as approved.
- e. Electrical Metallic Tubing UL 797, where indicated for use with frangible couplings and adapters.

#### 2.1.3.7 Low-Impact-Resistant Towers

Fiberglass reinforced low-impact resistant (LIR) towers shall conform to FAA E-2702. Anchor bolts, lowering devices and fixture mounting accessories shall be provided as required by tower manufacturer. Support Foundations to be designed by manufacturer based upon support system and fixtures utilized as part of shop drawing submittal.

#### 2.1.3.8 Omitted

#### 2.1.4 Wire and Cable

Conductors shall be copper except as otherwise indicated.

##### 2.1.4.1 Conductor Sizes

Conductor size shall conform to American Wire Gage (AWG). Conductor sizes larger than No. 8 AWG shall be stranded. No. 8 AWG and smaller may be solid or stranded unless otherwise indicated.

##### 2.1.4.2 Omitted

##### 2.1.4.3 Power Cables for Use in Airfield and Heliport Lighting

Power cables shall be rated 5 kV, 133 percent insulation level, with shield and jacket conforming to NEMA WC 8 for ethylene-propylene rubber insulated cables.

##### 2.1.4.4 Wire and Cable for Airfield Lighting Systems

- a. Airfield lighting cable shall be FAA AC 150/5345-7, Type L-824 for Type B 5000-volt cable. Series airfield and heliport lighting cable shall be unshielded.
- b. Counterpoise Wire. No. 4 AWG bare stranded copper, annealed or soft drawn.
- c. Cable for sequence flashing trigger circuits shall be REA Bulletin 1753F-205 (PE-39).

##### 2.1.4.5 Cable Tags

Cable tags for each cable or wire shall be installed at duct entrances entering or leaving manholes, handholes, and at each terminal within the lighting vault. Cable tags shall be stainless steel, bronze, lead strap, or copper strip, approximately 1/16 inch thick or hard plastic 1/8 inch thick suitable for immersion in salt water and impervious to petroleum products and shall be of sufficient length for imprinting the legend on one line using raised letters. Cable tags shall be permanently marked or stamped with letters not less than 1/4 inch in height as indicated. Two-color laminated plastic is acceptable. Plastic tags shall be dark colored with markings of light color to provide contrast so that identification can be easily read. Fastening material shall be of a type that will not deteriorate when exposed to water with a high saline content and to petroleum products.

2.1.4.6 Omitted

2.1.5 Ground Rods

Ground rods shall be sectional copper-clad steel with diameter adequate to permit driving to full length of the rod, but not less than 3/4 inch in diameter and not more than 10 feet long, unless indicated otherwise.

2.1.6 Omitted

2.1.7 Omitted

2.1.8 Cable Connectors and Splices

Cable connectors in accordance with FAA AC 150/5345-26, Item L-823 shall be used for connections and splices appropriate for the type of cable. Other types of cable connectors and splices shall be of copper alloys for copper conductors. For FAA Type L-824 lighting cable, connectors shall be FAA AC 150/5345-26, Type L-823.

2.1.9 Transformers

2.1.9.1 Encapsulated Isolation Transformers

These transformers shall be FAA AC 150/5345-47, Type L-830. Each transformer shall be provided with rating as shown on the contract drawings.

2.1.9.2 Omitted

2.1.10 Light Bases

Light bases shall be FAA AC 150/5345-42 Type L-867 or L-868. Steel bases, Class 1, Size B shall be provided as indicated or as required to accommodate the fixture or device installed thereon if diameter is not shown.

2.1.10.1 Accessories

Base plates, cover plates, and adapter plates shall be provided to accommodate various sizes of fixtures. Bolts shall be stainless steel.

2.1.11 Sealant for Fixtures and Wires in Drilled Holes or Saw Kerfs

The sealant shall be in accordance with FAA AC 150/5370-10, Type P-606. Use FAA AC 150/5370-10, Type P-606 sealant for use in asphaltic concrete (AC) or Portland cement concrete (PCC) pavement compatible with AC pavement and



having a minimum elongation of 50 percent. Formulations of Type P-606 which are compatible with PCC pavement only are prohibited.

2.1.12 Omitted

2.1.12.1 Omitted

2.1.13 Lamps and Filters

Lamps shall be of size and type indicated, or as required by fixture manufacturer for each lighting fixture required under this contract. Filters shall be of colors as indicated and conforming to the specification for the light concerned or to the standard referenced.

2.1.14 Omitted

2.1.15 Omitted

2.1.16 Omitted

2.1.17 Omitted

2.1.18 Omitted

2.1.19 Omitted

2.1.20 Omitted

2.1.21 Lighting Fixtures

The lighting fixtures for the airfield lighting shall be as shown in the contract drawings or as required in other contract documents.

2.1.22 Omitted

2.2 AIRFIELD MARKINGS

The airfield and heliport markings shall be installed as shown on the contract drawings.

2.3 BEACON

The rotating beacons for airfield beacons are omnidirectional and color coded and are provided by rotating the beams in sequence to provide the color and intensity. For military facilities the beacon has a double-peaked white beam. The beacon flashes shall be visible through 360 degrees. Re-use existing beacon.

2.3.1 Airfield Rotating Beacon

Reuse existing beacon.

2.4 OMITTED

2.5 OBSTRUCTION LIGHTING AND MARKING

Obstructions on or near the airfield shall be marked and/or lighted as shown on the contract drawings. Obstruction marker lights shall be LED lamped and shall emit aviation red steady burning light as required. The light fixtures, shall be FAA AC 150/5345-43, Type L-810. Obstruction marker lights shall be double-unit type as shown in the contract drawings.

2.6 HIGH-INTENSITY APPROACH LIGHTING SYSTEMS

These lights shall be as shown on the contract drawings.

#### 2.6.1 Elevated High-Intensity Fixtures Except Flashing Units

The elevated approach light fixtures shall be FAA E-982 frangible mounted lights with PAR-56 500 W lamps as specified, and without filters as indicated.

#### 2.6.2 Sequence Flashing Lights (SFL) System

Re-use existing system.

- 2.7 OMITTED
- 2.8 OMITTED
- 2.9 OMITTED
- 2.10 OMITTED

#### 2.11 RUNWAY LIGHTING SYSTEM

Re-use existing edge lights.

- 2.12 OMITTED
- 2.13 OMITTED
- 2.14 OMITTED

#### 2.15 GLIDE SLOPE INDICATOR

##### 2.15.1 PAPI

The light units for the PAPI shall meet the requirements of FAA AC 150/5345-28, Type L-880. The system consists of four light units. Manufacturers's certified technicians shall provide final alignment of units.

- 2.16 OMITTED
- 2.17 OMITTED
- 2.18 OMITTED

#### 2.19 FACTORY COATINGS

Equipment and component items, including but not limited to transformer stations and ferrous metal luminaries not hot-dip galvanized or porcelain enamel finish shall be provided with corrosion-resistant finishes which shall withstand 200 hours of exposure to the salt spray test specified in ASTM B 117 without loss of paint or release of adhesion of the paint primer coat to the metal surface in excess of 1/16 inch from the test mark. The scribed test mark and test evaluation shall be in accordance with ASTM D 1654 with a rating of not less than 7 in accordance with TABLE 1, (Procedure A). Cut edges or otherwise damaged surfaces of hot-dip galvanized sheet steel or mill galvanized sheet steel shall be coated with zinc rich paint conforming to SSPC Paint 20 in accordance with ASTM A 780.

### PART 3 EXECUTION

#### 3.1 GENERAL INSTALLATION REQUIREMENTS

Circuits installed underground shall conform to the requirements of Section 16375A, ELECTRICAL DISTRIBUTION SYSTEM, UNDERGROUND, except as required herein. Concrete work shall conform to the requirements of Section 03300 CAST-IN-PLACE STRUCTURAL CONCRETE.

- 3.2 OMITTED
- 3.3 OMITTED

#### 3.4 LOW-VOLTAGE CABLES

Cable shall be rated 600 volts. Other parts of cable systems such as splices and terminations shall be rated at not less than 600 volts. Splices in wires No. 10 AWG and smaller shall be made with an insulated, solderless, pressure type connector, conforming to the applicable requirements of UL 486A. Splices in wires No. 8 AWG single conductor cable shall be made with FAA AC 150/5345-26 Type L-823 connectors. They shall then be covered with an insulation and jacket material equivalent to the conductor insulation and jacket. Splices below grade or in wet locations shall be sealed type conforming to ANSI C119.1 or shall be waterproofed by a sealant-filled, thick wall, heat shrinkable, thermosetting tubing or by pouring a thermosetting resin into a mold that surrounds the joined conductors.

- 3.5 OMITTED

#### 3.6 HANDHOLES

The handholes shall be as specified in Section 16375AELECTRICAL DISTRIBUTION SYSTEM, UNDERGROUND.

- 3.7 OMITTED
- 3.8 OMITTED

#### 3.9 FRANGIBLE REQUIREMENTS

Frangible supports, couplings, and adapters shall be installed as indicated or specified.

##### 3.9.1 Approach Systems Frangibility

At the 1000 foot cross bar and beyond, approach lights shall be mounted up to 6 feet above concrete foundation on threaded frangible couplings and 2 inch electrical metallic tubing (EMT). For mounting heights greater than 6 feet, approach lights shall be mounted on low-impact resistant frangible towers as indicated.

- 3.10 OMITTED
- 3.11 OMITTED
- 3.12 OMITTED

#### 3.13 SPLICES FOR AIRFIELD LIGHTING CABLE

##### 3.13.1 Connectors

Kit type connectors shall be used to splice 5 kV single-conductor series lighting cables. During installation and prior to covering with earth, mating surfaces of connectors shall be covered until connected and clean when plugged together. At joint where connectors come together, heat shrinkable tubing shall be installed with waterproof sealant with two half-lapped layers of tape over the entire joint. Joint shall prevent entrapment of air which might subsequently loosen the joint.

#### 3.14 GROUNDING SYSTEMS

### 3.14.1 Counterpoise Installation

Counterpoise wire shall be laid for entire length of circuits supplying airfield lighting. Wire shall be in one piece, except where distance exceeds the length usually supplied. Counterpoise shall be installed on top of the envelope of concrete-encased duct and approximately 6 inches above direct burial cables and duct lines. Where trenches or duct lines intersect, counterpoise wires shall be electrically interconnected by exothermic welding or brazing. Counterpoise shall be installed in a separate duct under roads, railroads, and paved areas above the highest duct containing electrical or communications circuits.

### 3.14.2 Fixture Grounding

Each fixture or group of adjacent fixtures shall be grounded by a grounding circuit separate from the counterpoise system unless required otherwise or by driven ground rods if permitted. Fixtures, steel light bases or grounding bushings on steel conduits shall be connected to an independent ground rod by a No. 6 AWG bare stranded copper wire. Semiflush fixtures for direct mounting in pavement need not be grounded. Copper wire shall be connected to ground rods by exothermic weld or brazing.

### 3.15 OMITTED

### 3.16 AIRFIELD ROTATING LIGHT BEACON

Beacon shall be installed in accordance with the manufacturer's instructions and other contract requirements and shall include cleaning, lubrication, adjustment, and other special instructions. Foundations and supports shall be provided as indicated.

#### 3.16.1 Beam Adjustment

Beam shall be adjusted during hours of darkness. Beam shall be aimed to provide a minimum of 5.5 degrees above the horizontal, but not higher than necessary to clear principal obstructions.

#### 3.16.2 Power Supply and Wiring

Panelboard shall be installed on pole support to provide separately protected circuits for beacon lamps, heaters, motor, and obstruction lights.

### 3.17 OMITTED

### 3.18 OMITTED

### 3.19 ISOLATION TRANSFORMERS

Transformer lead connections shall conform to FAA AC 150/5345-26. Transformer secondary connectors shall plug directly into a mating connector on the transformer secondary leads. During installation, mating surfaces of connectors shall be covered until connected and clean when plugged together. At joint where connectors come together, heat shrinkable tubing shall be installed with waterproof sealant or with two half-lapped layers of tape over the entire joint. Joint shall prevent entrapment of air which might subsequently loosen the joint.

### 3.20 OMITTED

### 3.21 APPROACH LIGHTING SYSTEMS

Approach lighting system shall be installed as indicated or as required otherwise. Nameplates shall be provided for equipment, controls, devices, and for each lighting circuit.

#### 3.21.1 Frangible Requirements

At the 1,000 foot crossbar and beyond, overrun lights shall be mounted up to 6 feet above concrete foundations on threaded frangible couplings and 2 inch rigid steel conduit. For mounting heights greater than 6 feet, light shall be installed on low impact-resistant (LIR) frangible supports.

#### 3.21.2 Alignment of Lights

The approach lights shall be aligned with the axes of the beams directed towards the approach area parallel to the runway centerline. Vertically, they shall be aimed above the horizontal at the threshold of 5.5 degrees and increasing the elevation angle 0.5 degree for each 500 foot interval into the approach area from the threshold. The tolerance for vertical aiming is plus or minus 0.5 degree.

#### 3.22 FIELD QUALITY CONTROL

The Contracting Officer shall be notified five working days prior to each test. Deficiencies found shall be corrected and tests repeated.

##### 3.22.1 Operating Test

Each completed circuit installation shall be tested for operation. Equipment shall be demonstrated to operate in accordance with the requirements of this Section. One day and one night test shall be conducted for the Contracting Officer.

##### 3.22.2 Distribution Conductors, 600-Volt Class

Test shall verify that no short circuits or accidental grounds exist using an instrument which applies a voltage of approximately 500 volts providing a direct reading in resistance.

##### 3.22.3 Counterpoise System Test and Inspection

Continuity of counterpoise system shall be visually inspected at accessible locations. Continuity of counterpoise system to the vault grounding system shall be tested in manhole closest to the vault.

##### 3.22.4 Progress Testing for Series Lighting Circuits

A megger test shall be conducted on each section of circuit or progressive combinations of sections as they are installed. Each section or progressive combination of sections shall be tested with a megohmmeter providing a voltage of approximately 1000 volts, a direct reading in resistance. Results shall be documented. Faults indicated by these tests shall be eliminated before proceeding with the circuit installation.

##### 3.22.5 Electrical Acceptance Tests

Acceptance tests shall be performed for series airfield lighting circuits only on complete lighting circuits. Each series lighting circuit shall receive a high voltage insulation test.

### 3.22.5.1 Low-Voltage Continuity Tests

Each series circuit shall be tested for electrical continuity. Faults indicated by this test shall be eliminated before proceeding with the high-voltage insulation resistance test.

### 3.22.5.2 High-Voltage Insulation Resistance Tests

Each series lighting circuit shall be subjected to a high-voltage insulation resistance test by measurement of the insulation leakage current with a suitable high-voltage test instrument which has a steady, filtered direct current output voltage and limited current. High-voltage tester shall include an accurate voltmeter and microammeter for reading voltage applied to the circuit and resultant insulation leakage current. Voltages shall not exceed test values specified below.

- a. Test Procedure: Both leads shall be disconnected from regulator output terminals and support so that air gaps of several inches exist between bare conductors and ground. Cable sheaths shall be cleaned and dried for a distance of 1 foot from ends of cables and exposed insulation at ends of cables. Ends of both conductors of the circuit shall be connected together and to high-voltage terminals of test equipment, and test voltage applied as specified in the following tabulation between conductors and ground for a period of 5 minutes.

Series	Test Voltage, dc	
	First Test on New Circuits	Test on Existing Circuits
Lighting Circuits		
High Intensity Series Lighting Circuits (5,000 volt leads, 500 and 200 watt transformers)	9000	5000
Medium Intensity Series Lighting Circuits (5,000 volt leads, 30/45 watt transformers)	6000	3000
600-Volt Circuits	1800	600

When additions are made to existing circuits, only new sections shall be tested in accordance with "First Test on New Circuits" in table above. To ensure reliable operation, complete circuit shall be tested at reduced voltages indicated above.

- b. Leakage Current: Insulation leakage current shall be measured and recorded for each circuit after a 1 minute application of the test voltage. If leakage current exceeds values specified below, the circuit shall be sectionalized and retested and the defective parts shall be repaired or replaced. Leakage current limits include allowances for the normal number of connectors and splices for each circuit as follows:

- (1) Three microamperes for each 1000 feet of cable.
- (2) Two microamperes for each 200 watt and each 500 watt 5,000-volt series transformer.
- (3) Two microamperes for each 30/45-Watt 5,000 volt series transformer.

If measured value of insulation leakage current exceeds calculated value, the circuit shall be sectionalized and tested as specified for each section. Defective components shall be repaired or replaced until repeated tests indicate an acceptable value of leakage current for the entire circuit.

### 3.23 Ground-Resistance Tests

The resistance of each grounding electrode shall be measured using the fall-of-potential method defined in IEEE Std 81. Ground resistance measurements shall be made before the electrical distribution system is energized and shall be made in normally dry conditions not less than 48 hours after the last rainfall. Resistance measurements of separate grounding electrode systems shall be made before the systems are bonded together below grade. The combined resistance of separate systems may be used to meet the required resistance (25 ohms), but the specified number of electrodes must still be provided.

### 3.24 OMITTED

-- End of Section --

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DIVISION 16 - ELECTRICAL

SECTION 16527A

AIRFIELD LIGHTING CONTROLS

**08/01**

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SECTION 16527A

AIRFIELD LIGHTING CONTROLS  
08/01

PART 1 GENERAL

1.1 REFERENCES

All work shall be in accordance with, but not limited to, criteria contained in current Air Force programming, design, and maintenance guidance including Air Force instructions and manuals, and Air Force Engineering Technical Letters; national building construction codes; and industry standards (ANSI, IEEE, NEC, NESC and others). The most important technical references for this project include:

Department of the Army, U.S. Army Corps of Engineers Guide Specification for Construction CECS-16526, Airfield and Heliport Lighting and Visual Navigation Aids, September 1992.

Lighting Handbook, Eighth Edition, Illuminating Engineering Society of North America, 1995.

"Troubleshooting Airfield Series Circuits", Philip Rakowski, Crouse-Hinds Airport Lighting, 1995 Cooper Industries, Incorporated.

IEEE 81, Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Potentials of a Ground System, 1983.

IEEE 0093-9994/1100-0465, IEEE 1978, "Protection Zone for Buildings Against Lightning Strokes Using Transmission Protection Practices", Ralph H. Lee, Fellow.

MIL-HDBK-419A, Grounding, Bonding and Surge Suppression, Volumes I and II, Department of Defense (DoD), Washington, D.C., December 1987.

ANSI Y32.9-1972, Electrical Symbols.

ANSI C135.30, Zinc-Coated Ferrous Ground Rods for overhead of Underground Line Construction, 1988.

National Fire Protection Association (NFPA) NFPA 70, National Electric Code 2002.

NFPA 780, Lightning Protection Code, 2002.

Underwriters Laboratory Incorporated (UL) UL EMCD, Electrical Construction Materials Directory, 1990.

UL 96, Lightning Protection Components, 1994, revised 1996.

UL 96A, Installation Requirements for Lightning Protection Systems, 1994, Bulletin 1995.

UL 467, Grounding and Bonding Equipment, 1993, bulletin 1994, revised 1996.

UL 1449, UL Standard for Safety Transient Voltage Surge Suppressors, 1996.

ANSI/IEEE Standard 242-1986, IEEE Recommended Practice for Protection and Coordination of Industrial and Commercial Power Systems, 1986.

Department of the Navy, Naval Facilities Engineering Command (NFEC) Guide Specification NFGS-13100C, Lightning Protection System, 10 September 1999.

US Army Technical Manual TM 5-811-14, Coordinated Power Systems Protection, February 1991.

International Electrotechnical Commission (IEC) IEC 1024-1, Protection of Structures Against Lightning, Part 1, 1992.

IEC 1312-1, Protection Against Lightning Electromagnetic Impulse, Part 1: General Principles, 1995.

IEC 1662, Assessment of the Risk of Damage Due to Lightning, First Edition, 1995.

IEC DIS81 (BC/CO) 14, Protection of Structures Against Lightning, Part 1: General Principles, Section 1: Guide A - Selection of Protection Levels for Lightning Protection Systems, 1991.

IEEE 141-1993, Electric Power Distribution for Industrial Plants (IEEE Red Book)

IEEE 241-1990, Electric Power Systems in Commercial Buildings (IEEE Gray Book)

IEEE 242-1986 (R1991), Protection and Coordination of Industrial and Commercial Power Systems (IEEE Buff Book)

IEEE 399-1997, Power System Analysis (IEEE Brown Book)

IEEE 446-1995, Emergency and Standby Power Systems for Industrial and Commercial Power Systems (IEEE Buff Book)

ANSI C37.010-1979 (R1989), Application Guide for AC High-Voltage Circuit Breakers Rated on a Symmetrical Current Basis

ANSI C37.13-1990, IEEE Standard for Low-Voltage AC Power Circuit Breakers Used in Enclosures.

Air Force Manual 32-1181 (draft), Design Standards for Facilities Interior Electrical Systems.

## 1.2 GENERAL REQUIREMENTS

### 1.2.1 Code Compliance

### 1.2.2 Standard Products

Material and equipment shall be a standard product of a manufacturer regularly engaged in the manufacture of the product and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening. Existing Control System is Crouse-Hinds

Digitrac/Logitrac system. All new equipment to be by same manufacturer.

#### 1.2.3 Abbreviations

ALCMS - Airfield Lighting Control and Monitoring System

CCR - Constant Current Regulations

DIU - Digitrac Interface Unit

MC - Maintenance Computer

EVC - Electrical Vault Computer

TSDC - Touch Screen Driver Computer

#### 1.2.4 Verification of Dimensions

Installed ALCMS details, equipment data and all other information that is required for analyses, troubleshooting, repair, and documentation shall be obtained by on-site visits. A field survey shall include determination and verification of all existing conditions, including control system, computer system, display system, communications (ALCMS wide area network and public switched telephone network (PSTN) modem), Digitrac Interface Units (DIUs), and CCRs. Information provided by Pope AFB, including electrical drawings, shall be field verified by the Contractor to insure that erroneous information is not used in the analyses. Base electrical personnel from Pope AFB will be available for escort during the Fieldwork.

#### 1.2.5 Unusual Service Conditions

The Contractor shall complete all elements of the project without disrupting Pope AFB, NC airfield operations. Unavoidable ALCMS outages must be scheduled through the BCE (Base Civil Engineer, 43D CES) personnel at least 10 working days in advance.

### 1.3 SYSTEM DESCRIPTION

The existing ALCMS at Pope Air Force Base, NC is based upon the Crouse-Hinds Digitrac equipment and software. Computers are located in the Control Tower (Bldg. 241), The Electrical Lighting Vault (Bldg. 252) and The Electrical Maintenance shop. The Scope of Work for this project includes:

1. Repair six (6) each Constant Current Regulators (CCRs), located in Building 252 (Electrical Vault).
2. Repair four (4) each Digitrac Interface Units (DIUs) located in Building 252 (Electrical Vault).
3. Reroute and verify specified operation of the Building 252 (Electrical Vault, EV) power and communications wiring distribution system.
4. Modify existing Digitrac ALCMS software to provide master control to the installed Electrical Vault Computer (EVC).
5. Install latest edition software and firmware applicable to the presently installed ALCMS embedded, desktop, and personal computer systems.

#### 1.4 SUBMITTALS

All written documentation shall be generated using Microsoft Word (Office 97 or Office 2000 editions). Documentation shall be submitted in hardcopy, printed on 8 1/2" X 11" paper, and as word processing files on 3.5-inch IBM PC-compatible diskettes. Tabular data, cost estimates, life cycle cost (LLC) summaries, etc., shall be generated using Microsoft Excel, and submitted in hard copy, printed on 8 1/2" X 11" paper, and as Excel files on 3.5-inch IBM PC-compatible diskettes. CD Disk.

The Contractor shall use software compatible with AutoCAD (latest available revision) for any drawings submitted such as floor plans, electrical schematics, wiring diagrams, etc. Drawings submitted in hard copy shall be printed on paper sized appropriately to permit reading/reviewing of details with ease. CAD files shall be provided on CD disk.

The Contractor shall provide all formal documents, studies, or reports in 3-Ring binders in a durable and attractive manner. The contents of the documents shall be arranged in a logical sequence and organized by sections. References shall be identified as appropriate.

##### SD-06 Instructions

###### Project Work Plan

The Contractor shall create and submit a Project Work Plan for Government review and concurrence. The plan shall contain, at a minimum, the strategy and milestones for completing project tasks. The plan shall be submitted in Microsoft Project for Windows IBM PS/2 and other PC-compatible format

###### Training Instruction Syllabus (Draft & Final)

The Contractor shall provide a DRAFT copy of the training/classroom instruction syllabus covering installed ALCMS system software and hardware for 43D CES Electric Shop review, comment, and approval.

The Contractor shall provide a FINAL copy of the training/classroom instruction syllabus covering installed ALCMS system software and hardware for 43D CES Electric Shop review, comment, and approval.

##### SD-09 Reports

###### ALCMS Failure/Issues Found List

The Contractor shall conduct necessary field surveys to collect data and verify data furnished by the Pope AFB Project Manager or other organizations. The Contractor shall operate and test the ALCMS and write an ALCMS Failure/Issues Found List. The List shall be dated and provided in IBM PC-compatible Microsoft Word for Windows format.

###### CCR Leakage Test Report

CCR Leakage Test Report provided in Microsoft Word for Windows IBM PC-compatible software.

##### SD-18 Records

###### Scope Coordination Meeting Minutes

The Contractor shall schedule a coordination meeting at Pope AFB with Pope AFB Project Manager and his representatives to review scope tasks and procedures. The Pope AFB Project Manager shall furnish available information, and discuss operating conditions and base personnel's specific concerns. The Contractor shall submit meeting minutes to the Pope AFB Project Manager

#### Field Survey Exit Briefing Meeting Minutes

The Contractor shall meet with the Pope AFB Project Manager and representatives to present general findings of the field survey and to discuss the impressions resulting from the initial phases of the engineering evaluations and system analyses. The Contractor shall discuss anticipated problems and strive for clarified direction if portions of the study tasks appear questionable or unsound as a result of the fact-finding and initial evaluation efforts.

#### "As Is" ALCMS Database Software

The Contractor shall create and submit a copy of ALCMS database software, as installed at start of work described within this SOW, prior to any ALCMS software and /or database modification. The software shall be delivered on CD disk in IBM PS/2 and other PC-compatible format. The software shall be dated with all applicable revision level information clearly marked on the disk label.

## PART 2 PRODUCTS

### 2.1 MATERIALS

Equipment and materials shall be new unless indicated or specified otherwise. Materials and equipment shall be labelled when approved by Underwriters Laboratories (UL) or Factory Mutual (FM) System. Askarel and insulating liquids containing polychlorinated biphenyls (PCB's) will not be allowed in any equipment. Equipment installed below grade in vaults, manholes, and handholes shall be the submersible type.

#### 2.1.1 EXISTING EQUIPMENT

Repairs made to existing Crouse-Hinds equipment shall be done with parts provided or recommended by the manufacturer for repair installation.

## PART 3 EXECUTION

### 3.1 MASTER CONTROL

The Contractor shall modify ALCMS Digitrac control software to provide MASTER CONTROL of ALCMS to the EVC located in Building 252, Electrical Vault. The Contractor shall modify the ALCMS Digitrac control software database as required to accomplish this modification. The Contractor shall create two (2) backup copies of the modified ALCMS Digitrac control software database, one for Contractor storage and records, the other to the Pope AFB Project Manager on CD Disk compatible with IBM PS/2 or other IBM PC. The Contractor shall demonstrate ALCMS control software operation with EVC MASTER CONTROL to the Pope AFB Project Manager and Electric Shop Foreman.

### 3.2 SOFTWARE UPGRADE

The Contractor shall install latest edition ALCMS Digitrac control software and firmware applicable to the presently installed ALCMS embedded, desktop, and personal computer systems. Presently installed ALCMS computer hardware includes DIU's. Tower (Building 241) Touch Screen Driver Computer (TSDC), Tower Computer Industrial Computer Systems (ICS) type 7300 with SBC586TC, Electrical Vault Computer (EVC) Texas Micro type 3213 with P5000HX SBC, Maintenance Computer (MC). Software and firmware upgrade includes, but is not limited to, installation of latest assembly level software or firmware applicable to the installed DIUs and higher level operating system and database software applicable to the TSDC, Tower Computer, EVC, and MC.

### 3.3 SOFTWARE SYNCHRONIZATION

The Contractor shall perform higher-level operating system and database software synchronization between TSDC, Tower Computer, EVC, and MC after modifying the ALCMS Digitrac control software to provide EVC MASTER CONTROL.

### 3.4 DIU REPAIRS

The Contractor shall repair and test the operation of four (4) each Digitrac Interface Units (DIUs) located within Building 252 (EV).

### 3.5 CCR REPAIRS

The Contractor repair and test the operation of six (6) each CCRs located within Building 252 (EV).

### 3.6 CCR WIRING

The Contractor shall reroute the CCR input and output power distribution wiring to ensure that no CCR output power wiring is twisted upon or entangled in any way with any other CCR input or output wiring.

### 3.7 CCR TESTING

The Contractor shall test each CCR installed within Building 252 (EV). The Contractor shall measure non-sinusoidal (output) and sinusoidal (input) AC leakage current and voltage at each CCR input and output terminal block. Leakage tests shall be performed with all other CCR's operating (except Spares) while the CCR unit under test (UUT) is in an "OFF" condition (i.e., no AC input power applied). The Contractor shall report test results in a CCR Leakage Test Report provided in Microsoft Word for Windows IBM PC-compatible software.

### 3.8 TRAINING

Perform training sessions, as follows:

1. Two (2) eight-hour training sessions held on consecutive normal working days at Pope AFB, NC. Training session will be for a maximum of twenty (20) Pope AFB, NC electric shop, Tower (Building 241) (airfield operations), and related personnel. Topics covered, as a minimum, but not limited, shall be:

- a. Software Overview
- b. Software Operation
- c. Installed ALCMS Documentation
- d. Safety

- e. Preventative Maintenance
- f. Airfield Circuit Components and the Series Circuit Unit
- g. Airfield Load Problems -- What can Go Wrong
- h. Tools
- i. Troubleshooting Methods
- j. Observation Method
- k. Intentional Ground Method
- l. Ground Return Method
- m. Manual Ground Method
- n. Circuit Integration Method
- o. Sectional Isolation Method

2. One (1) additional eight-hour training session held at Pope AFB, NC. Training session will be for a maximum of 20 Pope AFB, NC electric shop, Tower (Building 241) (airfield operations), and related personnel. Training topics shall include, but are not limited to, those listed above.

### 3.9 SPARE PARTS

The following DIU spares shall be procured for immediate use and storage within the 43D CES Electric Shop (Building 251):

- 1. Fifteen (15) each DIU potential transformers (PTs).
- 2. Fifteen (15) each DIU current transformers (CTs).
- 3. Five (5) each Megatrac Insulation Monitoring System (IMS) isolation transformer, T4.
- 4. One (1) each DIU processor module.

-- End of Section --

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SECTION 16528A

EXTERIOR LIGHTING INCLUDING SECURITY AND CCTV APPLICATIONS  
**05/01**

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS  
(AASHTO)

AASHTO LTS-3 (1994) Standard Specifications for  
Structural Supports for Highway Signs,  
Luminaires and Traffic Signals

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI C78.1375 (1996) 400-Watt, M59 Single-Ended  
Metal-Halide Lamps

ANSI C78.1376 (1996) 1000-Watt, M47 Metal-Halide Lamps

ANSI C80.1 (1995) Rigid Steel Conduit - Zinc Coated

ANSI C82.4 (1992) Ballasts for  
High-Intensity-Discharge and Low-Pressure  
Sodium Lamps (Multiple-Supply Type)

ANSI C119.1 (1986; R 1997) Sealed Insulated  
Underground Connector Systems Rated 600  
Volts

ANSI C136.2 (1996) Luminaires, Voltage Classification  
of Roadway Lighting Equipment

ANSI C136.3 (1995) Roadway Lighting  
Equipment-Luminaire Attachments

ANSI C136.6 (1997) Roadway Lighting Equipment - Metal  
Heads and Reflector Assemblies -  
Mechanical and Optical Interchangeability

ANSI C136.9 (1990) Roadway Lighting - Socket Support  
Assemblies for Use in Metal Heads -  
Mechanical Interchangeability

ANSI C136.10 (1996) Roadway Lighting- Locking-Type  
Photocontrol Devices and Mating  
Receptacles - Physical and Electrical  
Interchangeability and Testing

ANSI C136.11	(1995) Multiple Sockets for Roadway Lighting Equipment
ANSI C136.15	(1997) Roadway Lighting, High Intensity Discharge and Low Pressure Sodium Lamps in Luminaires -

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 123/A 123M	(2001) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 153/A 153M	(2001) Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM B 2	(2000) Medium-Hard-Drawn Copper Wire
ASTM B 8	(1999) Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
ASTM B 117	(1997) Operating Salt Spray (Fog) Apparatus
ASTM D 1654	(1992) Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)

IEEE C2	(2002) National Electrical Safety Code
IEEE C62.41	(1991; R 1995) Surge Voltages in Low-Voltage AC Power Circuits

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA 250	(1997) Enclosures for Electrical Equipment (1000 Volts Maximum)
NEMA ICS 1	(1993) Industrial Control and Systems
NEMA ICS 2	(1993) Industrial Control and Systems Controllers, Contactors, and Overload Relays Rated Not More Than 2,000 Volts AC or 750 Volts DC
NEMA ICS 6	(1993) Industrial Control and Systems, Enclosures
NEMA OS 1	(1996) Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports
NEMA RN 1	(1998) Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70	(2002) National Electrical Code
UNDERWRITERS LABORATORIES (UL)	
UL 6	(1997) Rigid Metal Conduit
UL 486A	(1997; Rev thru Dec 1998) Wire Connectors and Soldering Lugs for Use with Copper Conductors
UL 506	(1994; Rev thru Oct 1997) Specialty Transformers
UL 514A	(1996; Rev Dec 1999) Metallic Outlet Boxes
UL 1029	(1994; Rev thru Dec 1997) High-Intensity-Discharge Lamp Ballasts
UL 1449	(1996; Rev thru Dec 1999) Transient Voltage Surge Suppressors
UL 1572	(1995; Rev thru Nov 1999) High Intensity Discharge Lighting Fixtures

## 1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

### SD-04 Drawings

Lighting System; G, RE

Detail Drawings; G, RE

Detail drawings for the complete system and for poles, lighting fixtures, bracket arms, cable boxes, and controllers.

As-Built Drawings; FIO

Final as-built drawings shall be finished drawings on mylar or vellum and shall be delivered with the final test report.

### SD-01 Data

Equipment and Materials; G

Data published by the manufacturer of each item on the list of equipment and material, to permit verification that the item proposed is of the correct size, properly rated or applied, or is otherwise suitable for the application and fully conforms to the requirements specified.

Spare Parts; FIO

Spare parts data for each item of material and equipment

specified, after approval of detail drawings for materials and equipment, and not later than 4 months before the date of beneficial occupancy. The data shall include a complete list of parts, special tools, and supplies, with current unit prices and sources of supply.

#### SD-09 Reports

##### Operating Test; G, RE

Test procedures and reports for the Operating Test. After receipt by the Contractor of written approval of the test procedures, the Contractor shall schedule the tests. The final test procedures report shall be delivered after completion of the tests.

##### Ground Resistance Measurements; G, RE

The measured resistance to ground of each separate grounding installation, indicating the location of the rods, the resistance of the soil in ohms per millimeter and the soil conditions at the time the measurements were made. The information shall be in writing.

#### SD-19 Operation and Maintenance Manuals

##### Lighting System; G, RE

A draft copy of the operation and maintenance manuals, prior to beginning the tests for use during site testing. Final copies of the manuals as specified bound in hardback, loose-leaf binders, within 30 days after completing the field test. The draft copy used during site testing shall be updated with any changes required, prior to final delivery of the manuals. Each manual's contents shall be identified on the cover. The manual shall include names, addresses, and telephone numbers of each subcontractor installing equipment and systems, and nearest service representatives for each item of equipment for each system. The manuals shall have a table of contents and tab sheets. Tab sheets shall be placed at the beginning of each chapter or section and at the beginning of each appendix. The final copies delivered after completion of the field test shall include modifications made during installation checkout and acceptance.

### 1.3 SYSTEM DESCRIPTION

#### 1.3.1 Lighting System

The lighting system shall be configured as specified and shown. The system shall include all fixtures, hardware, poles, cables, connectors, adapters and appurtenances needed to provide a fully functional lighting system.

#### 1.3.2 Omitted

#### 1.3.3 Electrical Requirements

The equipment shall operate from a voltage source as shown, plus or minus 10 percent, and 60 Hz, plus or minus 2 percent.

#### 1.3.4 Power Line Surge Protection

Transient voltage surge suppressors shall be provided for all electronic equipment. Surge suppressors shall meet the requirements of IEEE C62.41, and be UL listed as having been tested in accordance with UL 1449. Surge suppressor ratings shall be 480 volts rms, operating voltage; 60 Hz; 1-phase; 3 wire with ground. Fuses shall not be used as surge suppression.

#### 1.3.5 Omitted

#### 1.3.6 Interface Between Lighting System and Power Distribution

Conductors shall be as indicated.

#### 1.3.7 Nameplates

Each major component of equipment shall have a nonferrous metal or engraved plastic nameplate which shall show, as a minimum, the manufacturer's name and address, the catalog or style number, the electrical rating in volts, and the capacity in amperes or watts.

#### 1.3.8 Standard Products

Materials and equipment shall be standard products of manufacturer regularly engaged in the manufacture of such products. Items of equipment shall essentially duplicate equipment that has been in satisfactory use at least 2 years prior to bid opening.

### 1.4 CORROSION PROTECTION

#### 1.4.1 Aluminum Materials

Aluminum shall not be used.

#### 1.4.2 Ferrous Metal Materials

##### 1.4.2.1 Hardware

Ferrous metal hardware shall be hot-dip galvanized in accordance with ASTM A 153/A 153M and ASTM A 123/A 123M.

##### 1.4.2.2 Equipment

Equipment and component items, including but not limited to metal poles and ferrous metal luminaires not hot-dip galvanized or porcelain enamel finished, shall be provided with corrosion-resistant finishes which shall withstand 120 hours of exposure to the salt spray test specified in ASTM B 117 without loss of paint or release of adhesion of the paint primer coat to the metal surface in excess of 1/16 inch from the test mark. The scribed test mark and test evaluation shall have a rating of not less than 7 in accordance with TABLE 1, (procedure A) of ASTM D 1654. Cut edges or otherwise damaged surfaces of hot-dip galvanized sheet steel or mill galvanized sheet steel shall be coated with a zinc rich paint conforming to the manufacturer's standard.

## PART 2 PRODUCTS

### 2.1 STANDARD PRODUCT

Material and equipment shall be the standard product of a manufacturer regularly engaged in the manufacture of the product and shall essentially duplicate items that have been in satisfactory use for at least 2 years prior to bid opening. Items of the same classification shall be identical including equipment, assemblies, parts, and components.

## 2.2 BRACKET ARMS

### 2.2.1 On Concrete Poles

Poles shall be provided with bracket arms of the standard manufacturers style and of the length. Bracket arms shall conform to the design of the pole provided. The bracket arms shall be capable of supporting the equipment to be mounted on it with the maximum wind and ice loading encountered at the site.

### 2.2.2 Omitted

### 2.2.3 Floodlight Brackets

Floodlight brackets shall be coordinated with the floodlight support provided.

## 2.3 CABLE

The Contractor shall provide all wire and cable not indicated as government furnished equipment. Wire and cable components shall be able to withstand the jobsite environment for a minimum of 20 years.

### 2.3.1 Insulated Cable

Cable shall be rated 600 volts. Parts of the cable system such as splices and terminations shall be rated not less than 600 volts. The size and number of conductors and the number of cables shall be as indicated. Conductors larger than No. 8 AWG shall be stranded.

### 2.3.2 Omitted

### 2.3.3 Bare Copper Conductors

Medium-hard-drawn copper conductors shall conform to ASTM B 2 and ASTM B 8.

## 2.4 OMITTED

## 2.5 CABLE SPLICES AND CONNECTORS

Cable splices and connectors shall conform to UL 486A. Underground splices and connectors shall also conform to the requirements of ANSI C119.1.

## 2.6 CABLE BOXES

Boxes and covers shall be made of cast iron with zinc coated or aluminized finish, and shall be of the sizes indicated on drawings. The minimum inside dimensions shall be not less than 12 inches square by 6 inches deep and not less than required to house the cable splice. A suitable gasket shall be installed between the box and cover for watertightness. A sufficient number of screws shall be installed to hold the cover in place along the entire surface of contact. Grounding lugs shall be provided.



2.7 OMITTED

2.8 CONDUIT, DUCTS AND FITTINGS

2.8.1 Conduit, Rigid Steel

Rigid steel conduit shall conform to ANSI C80.1 and UL 6.

2.8.2 Conduit Coatings

Underground metallic conduit and fittings shall be coated with a plastic resin system conforming to NEMA RN 1, Type 40. Epoxy systems may also be used.

2.8.3 Conduit Fittings and Outlets

2.8.3.1 Boxes, Metallic Outlets

NEMA OS 1 and UL 514A.

2.8.4 Omitted

2.9 OMITTED

2.10 OMITTED

2.11 POLES

Concrete poles shall be the pole manufacturer's standard design for supporting the number of fixtures indicated. Poles shall be designed for a wind velocity of 90 mph at the base of the pole, for a wind gust factor of 1.3, and for the height and drag factors recommended by AASHTO LTS-3. The effective projected area of luminaires and other pole-mounted devices shall be taken into account in pole design. Poles shall have grounding provisions. The type of pole shaft material provided shall not be mixed on any project. Grounding connection shall be provided near the bottom of each pole. Stained or chipped poles shall not be installed.

2.11.1 Omitted

2.11.2 Omitted

2.11.3 Concrete Poles

Concrete poles shall be designed to withstand the loads specified in IEEE C2 multiplied by the appropriate overload capacity factors. Poles shall be reinforced or prestressed, either cast or spun. Spun poles shall be manufactured by a centrifugal spinning process with concrete pumped into a polished round tapered metal mold. Concrete for spun poles shall have a compressive strength of at least 5,000 psi at 28 days; steel wire shall have an ultimate tensile strength of at least 120,000 psi; and reinforcing bars shall have an ultimate tensile strength of at least 40,000 psi. After the high speed spinning action is completed, a spun pole shall be cured by a suitable wet steam process. Spun poles shall have a water absorption of not greater than 3 percent to eliminate cracking and to prevent erosion. Concrete poles shall have hollow shafts. Poles shall have a hard, smooth, nonporous surface that is resistant to soil acids, road salts, and attacks of water and frost. Poles shall not be installed for at least 15 days after manufacture. Fittings and brackets that conform to the concrete pole design shall be provided. Poles shall conform to strength calculations performed by a registered professional engineer and submitted in accordance with detail drawings portion of paragraph SUBMITTALS.

2.12 OMITTED

2.13 OMITTED

#### 2.14 ELECTRICAL ENCLOSURES

The Contractor shall provide metallic enclosures as needed to house the lighting equipment. Enclosures shall conform to NEMA ICS 6 and NEMA 250. Enclosures shall be provided with lockable or padlock handles. Keys for lockable enclosures shall be delivered to the Contracting Officer. The enclosures shall be as specified or as shown on the drawings.

2.14.1 Omitted

##### 2.14.2 Exposed-to-Weather Enclosures

Enclosures to house lighting equipment in an outdoor environment shall meet the requirements of a NEMA 4 enclosure as defined in NEMA 250.

2.15 OMITTED

#### 2.16 LAMPS AND BALLASTS, HIGH INTENSITY DISCHARGE (HID) SOURCES

2.16.1 Omitted

2.16.2 Omitted

##### 2.16.3 Metal-Halide

Lamps shall be made by a manufacturer with not less than 5 years experience in making metal-halide lamps. Metal-halide lamps shall conform to ANSI C78.1375 or ANSI C78.1376. Ballasts shall conform to ANSI C82.4 or UL 1029.

2.17 OMITTED

2.18 OMITTED

#### 2.19 LUMINAIRE COMPONENTS

Luminaire components shall conform to the following: attachments, ANSI C136.3; voltage classification, ANSI C136.2; field identification marking, ANSI C136.15; interchangeability, ANSI C136.6 and ANSI C136.9; and sockets, ANSI C136.11.

#### 2.20 LIGHTING CONTROL EQUIPMENT

##### 2.20.1 Photo-Control Devices

Photo-control devices shall conform to ANSI C136.10. Each photo-control element shall be a replaceable, weatherproof, plug-in or twist-lock assembly adjustable operation range of approximately 0.5 to 5.0 foot-candles. Luminaires shall be equipped with weatherproof plug-in or twist-lock receptacle to receive the photo-control element.

##### 2.20.2 Timer Control Switches

Astronomic dial type arranged to turn "ON" at sunset, and turn "OFF" at a pre-determined time or sunrise, automatically changing the settings each day in accordance with seasonal changes of sunset and sunrise shall be provided. A switch rated 600 volts, having battery backed electronic clock to maintain accurate time for a minimum of 7 hours following a power

failure shall be provided. A time switch with a manual on-off bypass switch shall be provided. Housing for the time switch shall be a surface mounted, NEMA 3R enclosure conforming to NEMA ICS 6.

2.20.3 Omitted

2.20.4 Omitted

#### 2.20.5 Magnetic Contactor

Magnetic contactors shall be mechanically held, electrically operated, and shall conform to NEMA ICS 1 and NEMA ICS 2. The contactor shall be suitable for 480 volts, single phase, 60 Hz. Coil voltage shall be 120 volts. Maximum continuous ampere rating and number of poles shall be as indicated on drawings. Each contactor shall be provided with a spare, normally open auxiliary contact. Terminal lugs shall be coordinated with the wire size.

#### 2.21 PHOTOMETRIC DISTRIBUTION CLASSIFICATION

Photometrics shall conform to requirements provided on drawings.

#### 2.22 LUMINAIRES, FLOODLIGHTING

##### 2.22.1 HID

HID lighting fixtures shall conform to UL 1572.

#### 2.23 FIXTURES

Illustrations shown on these sheets or on the drawings are indicative of the general type desired and are not intended to restrict selection to fixtures of any particular manufacturer. Fixtures of similar design, equivalent light distribution and brightness characteristics, equal finish and quality will be acceptable as approved.

##### 2.23.1 Accessories

Accessories such as straps, mounting plates, nipples, or brackets shall be provided for proper installation.

##### 2.23.2 Omitted

##### 2.23.3 In-Line Fuse

An in-line fuse shall be provided for each fixture, and shall consist of a fuse and a UL approved waterproof fuse holder rated at 30 amperes, 600 volts, with insulated boots. Fuse rating shall be 600 volts.

##### 2.24 OMITTED

##### 2.25 OMITTED

##### 2.26 OMITTED

#### 2.27 TRANSFORMERS

Transformers shall conform to UL 506. Exterior transformer cases shall be given rust-inhibiting treatment and standard finish by the manufacturer.

##### 2.27.1 Outdoor Dry-Type Lighting Transformers

Transformers shall be single phase, 60 Hz, two winding, with two wire secondary and with a 480 volt primary to 120 volt secondary, 3 kVA.

## 2.28 OMITTED

## PART 3 EXECUTION

### 3.1 GENERAL

The Contractor shall install all system components, including government furnished equipment, and appurtenances in accordance with the manufacturer's instructions, IEEE C2, and contract documents, and shall furnish necessary hardware, fixtures, cables, wire, connectors, interconnections, services, and adjustments required for a complete and operable system.

#### 3.1.1 Current Site Conditions

The Contractor shall verify that site conditions are in agreement with the design package. The Contractor shall report all changes to the site or conditions that will affect performance of the system to the Government. The Contractor shall not take any corrective action without written permission from the Government.

#### 3.1.2 Existing Equipment

The Contractor shall connect to and utilize existing lighting equipment and devices as shown. Lighting equipment that is usable in their original configuration without modification may be reused with Government approval. The Contractor shall perform a field survey, including testing and inspection of existing lighting equipment and control lines intended to be incorporated into the lighting system, and furnish a report to the Government. For those items considered nonfunctioning, specification sheets, or written functional requirements to support the findings and the estimated cost to correct the deficiency shall be provided with the report.

As part of the report, the Contractor shall include the scheduled need date for connection to all existing equipment. The Contractor shall make written requests and obtain approval prior to disconnecting any control lines and equipment, and creating equipment downtime. Such work shall proceed only after receiving Government approval of these requests. If any device fails after the Contractor has commenced work on that device, the Contractor shall diagnose the failure and perform any necessary corrections to the equipment. The Government is responsible for maintenance and repair of Government equipment. The Contractor shall be held responsible for repair costs due to Contractor negligence or abuse of Government equipment.

### 3.2 ENCLOSURE PENETRATIONS

Enclosure penetrations shall be from the bottom unless the system design requires penetrations from other directions. The conduit riser shall terminate in a hot-dipped galvanized metal cable terminator. The terminator shall be filled with an approved sealant as recommended by the cable manufacturer, and in such a manner that the cable is not damaged.

### 3.3 PREVENTION OF CORROSION

#### 3.3.1 Omitted

#### 3.3.2 Steel Conduits

Steel conduits shall not be installed within concrete slabs-on-grade. Steel conduits installed underground or under slabs-on-grade, or penetrating slabs-on-grade, shall be field wrapped with 0.010 inch thick pipe-wrapping plastic tape applied with a 50 percent overlap, or shall have a factory-applied plastic resin, epoxy coating. Zinc coating may be omitted from steel conduit which has a factory-applied epoxy coating.

### 3.3.3 Cold Galvanizing

Field welds and/or brazing on factory galvanized boxes, enclosures, conduits, etc. shall be coated with a cold galvanized paint containing at least 95 percent zinc by weight.

## 3.4 CABLE INSTALLATION

Cable and all parts of the cable system such as splices and terminations shall be rated not less than 600 volts. The size and number of conductors and the number of cables shall be as indicated. Conductors larger than No. 8 AWG shall be stranded. Each circuit shall be identified by means of fiber or nonferrous metal tags, or approved equal, in each handhole and junction box, and at each terminal.

### 3.4.1 Splices

Splices below grade shall be made with nonpressure-filled resin systems using transparent, interlocking, self-venting, longitudinally split plastic molds. Splices above grade shall be made with sealed insulated pressure connectors and shall provide insulation and jacket equal to that of the cable. In order to prevent moisture from entering the splice, jackets shall be cut back to expose the required length of insulation between the jacket and the tapered end of the insulation.

### 3.4.2 Omitted

### 3.4.3 Omitted

### 3.4.4 Omitted

### 3.5 OMITTED

### 3.6 OMITTED

### 3.7 OMITTED

### 3.8 OMITTED

### 3.9 OMITTED

### 3.10 OMITTED

### 3.11 OMITTED

## 3.12 LIGHTING

### 3.12.1 Lamps

Lamps of the proper type, wattage, and voltage rating shall be delivered to the project in the original containers and installed in the fixtures just before completion of the project.

### 3.12.2 Fixture Installation

Illustrations shown on these sheets or on the drawings are indicative of the general type desired and are not intended to restrict selection of fixtures to any particular manufacturer. Fixtures of similar design, equivalent light-distribution and brightness characteristics, and equal finish and quality will be acceptable as approved.

### 3.12.2.1 Accessories

Accessories such as straps, mounting plates, nipples, or brackets shall be installed as required for proper installation.

### 3.12.2.2 In-Line Fuses

An in-line fuse shall be provided for each fixture.

### 3.13 OMITTED

## 3.14 LIGHTING CONTROL SYSTEM

### 3.14.1 Photo-Control

Lighting luminaires shall be controlled in banks by a single photo-control element mounted within each bank.

### 3.14.2 Omitted

### 3.14.3 Omitted

### 3.14.4 Magnetic Contactors

Terminal lugs shall be coordinated with the wire size. Switches shall be securely fastened to the supporting structure using not less than four 1/4 inch bolts. The use of sheet metal screws will not be allowed.

## 3.15 GROUNDING

Grounding shall be in conformance with NFPA 70, the contract drawings, and the following. Grounding conductors shall be soft-drawn, stranded copper. Ground rods shall be driven into the earth so that after the installation is complete, the top of the ground rod will be approximately 1 foot below finished grade, except in handholes.

### 3.15.1 Omitted

### 3.15.2 Items to be Grounded

Ground conductors, metallic conduits, junction boxes, and noncurrent-carrying metallic parts of equipment shall be grounded. Connections above grade shall be made with solderless connectors, and those below grade shall be made by a fusion-welding process.

## 3.16 TESTS

### 3.16.1 Omitted

### 3.16.2 Operating Test

After the installation is completed and at such time as the Contracting Officer may direct, the Contractor shall conduct an operating test for approval. The equipment shall be demonstrated to operate in accordance with the requirements specified. The test shall be performed in the presence of the Contracting Officer. The Contractor shall furnish instruments and personnel required for the test, and the Government will furnish the necessary electric power.

Repair Non-Complaint Airfield Lighting  
POPE AFB, NC

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-- End of Section --